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CURRENT TOPICS.

WE REFERRED briefly last week to the deputation from the Law and City Courts Committee of the Corporation of the City of London, which waited on the Lord Chancellor on the 21st ult. with reference to the proposed extension to the City of the compulsory powers of the Land Transfer Act, 1897. We believe that, before this step was taken, inquiries were made by the committee of numerous public bodies and persons as to their experience of the working of the Act in the districts to which the compulsory provisions had been applied; and whether it would be an advantage to the City landowners to have such provisions applied to the City. The answers to these inquiries were overwhelming in favour of such provisions not being applied to the City. The building societies, of whom the like inquiry was made, expressed themselves as altogether opposed to the application of the compulsory provisions to the City, and the replies from landowners and land agents were to the same effect. The deputation was introduced by Sir JOSEPH DIMSDALE, M.P., and consisted of Mr. EDWARD LEE, the chairman, and other members of the Law and City Courts Committee, and it was accompanied by the City Comptroller and the City Solicitor. The various objections to the Act were admirably set forth in a memorandum which had been presented to the Lord Chancellor, and were enforced by members of the deputation. In reply, the Lord Chancellor undertook that the operation of the compulsory provisions of the Act to the City should be postponed from 1st of May next to the 1st of January, 1902, and further agreed to receive another deputation before the last-mentioned date. The landowners of the City should be grateful for the effective action which has been taken by the City Corporation.

THE MURDER trial which took up nearly the whole of last week at the Old Bailey was a "sensational" one as that word is used by the halfpenny newspapers, and it was psychologically interesting as an example of a carefully-planned and cold-blooded crime committed for a clearly defined purpose; but it was not really an interesting case from a lawyer's point of view. Like many another case it depended on circumstantial evidence, but the chain of evidence was of remarkable strength, and probably no one possessed of any practical knowledge of criminal courts entertained the slightest doubt of the prisoner's guilt after

reading the evidence given on the first two days. The most memorable thing about the case was the conduct of some of the low class newspapers. Enough has been said on that point by the reputable journals, but we fear it is useless to merely hold up such offenders to the contempt of all fair-minded men. They evidently find that it pays to pander to the depraved tastes of those who do not care whether a man has a fair trial or not; and unless they are made to suffer, by the judges using the powers they undoubtedly possess, they will continue to interfere with the course of justice as they did in this case. Although, however, the case did not really present any very uncommon feature, there are lessons to be drawn from it. An *alibi* is the most complete answer that can be made to a charge supported by indirect evidence, if it is a true *alibi*; but an untrue *alibi* is generally very easy to discredit by cross-examination, and if once the jury form an opinion that it is untrue, the mere fact that it was laid before them is often enough to ensure a conviction. An exception may perhaps be made to this in a case of murder. Where the verdict means life or death, a jury often snatches at an excuse for sparing a life which they would hardly consider for a moment if liberty alone were at stake. In BENNETT'S case a very weak *alibi* was set up, supported by the uncorroborated evidence of a man who was probably perfectly honest, but mistaken. In spite of its weakness, however, the jury might have accepted it if the prisoner had himself corroborated the story. This he failed to do, or to explain where he was on the night of the crime, or to give any evidence whatever on his own behalf. Now it is almost inconceivable that in a case like this an innocent man would fail to tell his own tale and stand cross-examination. There can be no doubt that now almost every man called upon to serve on a jury knows perfectly well that a prisoner can give evidence if he chooses; and every day, probably, juries look with growing suspicion upon accused persons who refuse so to do. The lesson to be chiefly learnt from this case is the hopelessness in the great majority of cases of defending a prisoner, especially when the defence is an *alibi*, if the prisoner dare not enter the witness-box. His silence condemns him.

THE CASE of *Stacey* v. *Hill* (reported elsewhere) will be a useful authority as to the position of a surety for the rent under a lease where the lease has been disclaimed under section 55 of the Bankruptcy Act, 1883, upon the bankruptcy of the lessee. In the present case the lease was for five years, and the defendant had given a guarantee for payment of rent in arrear, the guarantee to remain in force "concurrently with the lease for the term of five years." The lessee became bankrupt and his trustee in bankruptcy disclaimed. The lessor then sued the surety for arrears of rent accrued due after the date of the disclaimer. PHILLIMORE, J., held that the effect of the disclaimer was to release the lessee from the liability to pay rent and that, therefore, the defendant's liability to pay rent in arrear ceased simultaneously. On the appeal reliance was placed on section 55 (2) of the Bankruptcy Act, 1883, which, while providing that the disclaimer shall determine the rights and liabilities of the bankrupt in respect of the property and shall discharge the trustee from liability, goes on to enact that it "shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person." *Hill* v. *East and West India Dock Co.* (9 App. Cas. 448) and *Harding* v. *Preece* (9 Q. B. D. 281) seem at first sight to support the contention that the surety's liability continues notwithstanding the disclaimer, but these cases were decided upon the somewhat different language of section 23 of the Bankruptcy Act, 1869, and are not authorities upon the effect of the Act of 1883. The effect of a disclaimer under the latter Act in a simple case of a lessor and lessee (without assignments or underleases) was clearly stated by LINDLEY, L.J., in *Ex parte Clothworkers Co.* (21 Q. B. D. 475): "The disclaimer determines his (the lessee's) interest in the lease under sub-section 2. . . . There is no need of any provision for vesting the property in the landlord, but the natural and legal effect of sub-section 2 is that the reversion will become accelerated"—in other words the term is at an end and rent is no longer payable. The effect upon a guarantee for the payment of "rent" is obvious; it can no longer be in force, and the concluding words of sub-section 2 are ineffectual to preserve it. It was, therefore, clear that the plaintiff's action failed, and the Court of Appeal so held.

THE APPEAL of the London County Council from the decision of COZENS-HARDY, J., in *Attorney General* v. *London County Council* would hardly require notice were it not for the contention raised as to the status conferred upon county councils by section 2 of the Local Government Act, 1888. The county council had acquired the undertakings of various tramway companies in pursuance of powers conferred by the London County Tramways Act, 1896. Not content with working the tramways so taken over, they have for some time run omnibuses in connecton with the tramways. The action was brought by the Attorney-General at the relation of omnibus proprietors and by those proprietors as plaintiffs, and the learned judge made a declaration that it was beyond the powers of the county council to work omnibuses or to apply the county fund for that purpose. County councils were constituted by the Local Government Act, 1888, and this and other Acts confer various powers upon them. A body which is the creation of a statute cannot act beyond the statutory powers conferred upon it; but it was sought to take county councils out of this rule by an argument founded on section 2 of the Act, which enacts that a county council and its members "shall be constituted and elected, and conduct their proceedings in like manner, and be in the same position in all respects, as the council of a borough divided into wards, subject nevertheless to the provisions of this Act and in particular" to certain provisions which follow and relate to the qualifications and titles of members and to the electors and electoral divisions for the purposes of the Act. Upon this it was argued that, as borough councils outside London are common law corporations and have powers other than that conferred upon them by statute, county councils must be regarded as being in the like position, and are not to be treated as confined to their statutory powers and duties. To give effect to this construction would have been to ignore the scope and intention of section 2 and of the Act generally, and the Court of Appeal altogether rejected it. Reliance was also placed by the appellants on the language of the London County Tramways Act, 1896, which, after giving to the county council with respect to the acquired tramways the same powers as were enjoyed by the companies, their predecessors, enables them to "provide such horses, cars—fixed or movable—plant, harness, and apparatus as may be requisite or convenient for enabling the council to exercise such powers." It was contended that these words were large enough to cover the working of lines of omnibuses in connection with the tramways; this contention also failed, and the appeal was dismissed.

THE SENTENCE passed upon MAUD EDDINGTON, who was tried before Mr. Justice PHILLIMORE at the Central Criminal Court last week, has led to some correspondence in the newspapers. The prisoner, a respectable young woman, was indicted for the murder of JOHN BELLIS by shooting him with a revolver at a shop in Fleet-road, Hampstead. She was also charged with attempting to commit suicide. There was no doubt that she was on terms of intimacy with BELLIS, and that there was something in the nature of an engagement between them; but she had persuaded herself that he was treating her with coldness and neglect, and as it appeared from statements which she had put down in writing, she had contemplated suicide. Having purchased a revolver, she went to the shop where he was employed. No one was present at their interview, but shots were heard, and the man was found wounded in the head in two places, and died shortly afterwards. The prisoner was found lying on the floor at some distance from him. The revolver, with its five chambers discharged, was near her, and there was evidence that EDDINGTON had attempted to shoot herself, but had failed; her story was that she had gone to the shop with the intention of committing suicide in the presence of her lover; that when she produced the revolver he hastened forward and seized her arm, and that, beyond hearing the shots, she had little or no recollection of what followed. The defence was, of course, that BELLIS was shot by accident, and that EDDINGTON had never intended to murder him. The jury found

her not guilty of murder, and she pleaded guilty to the attempt to commit suicide. Mr. Justice PHILLIMORE, in passing sentence, said that, as a rule, cases of this kind were not severely punished, but that the circumstances must be considered, and in particular the fact that her foolish and wicked attempt to take her life had caused the death of an innocent young man. She was accordingly sentenced to fifteen months' hard labour. This sentence is criticized by the writer of a letter in the *Times*, who says that it was excessive and more suited to a felony than the misdemeanour of which the prisoner was guilty. The writer also objects that EDDINGTON was punished because something happened which she had never intended. We are inclined to think that the learned judge was warranted in passing a sentence of imprisonment. Instances of such a sentence in the case of attempted suicide are to be found in the reports, and we can imagine cases where it would be hard to complain of a substantial sentence. The case tried before Mr. Justice PHILLIMORE closely resembles one which came before the Supreme Court of Massachusetts (*The Commonwealth* v. *Mink*, 123 Mass. Rep. 422.) There the judge directed the jury, "If you believe the defendant's story that she did put the pistol to her head with the intention of committing suicide, she was about to do a criminal and unlawful act. . . . The rule is that, if homicide is caused by the doing of an unlawful act, although the killing was the last thing that the person about to do it had in his mind, it would be an unlawful killing and the person would incur the responsibility which attaches to the crime of manslaughter." The jury returned a verdict of guilty of manslaughter, and exceptions to the ruling of the judge were overruled by the Supreme Court, who said that the only doubt they had entertained was whether the act of the defendant in attempting to kill herself was not so malicious in the legal sense as to make the killing of another person in the attempt to carry out her purpose murder, and whether the instructions given to the jury were not, therefore, too favourable. It will be observed that Mr. Justice PHILLIMORE did not direct the jury to find the prisoner guilty of manslaughter, but this omission can scarcely be considered a ground for reducing the punishment. As to what should have been the term of imprisonment, opinions may differ, and some persons have thought it absurd to endeavour to check attempts at suicide by imprisoning those who failed.

THE PROCESS of voting at company meetings frequently raises nice questions, especially when the number of members is small. In a letter which we print elsewhere, a correspondent puts the case of a meeting held under section 51 of the Companies Act, 1862, for passing a special resolution, at which two members are present, each holding two proxies. In ascertaining whether the resolution is passed, two points have to be considered, first, whether a quorum is present, and secondly, whether the necessary majority has been obtained. In the case supposed five members, present in person or by proxy, form a quorum, and since on this footing six members are present, the first condition is satisfied. For the second condition reference must be made to section 51. That requires that at the first meeting the resolution shall be passed "by a majority of not less than three-fourths of such members of the company for the time being entitled, according to the regulations of the company, to vote as may be present in person or by proxy." Now, *primâ facie* this looks as if three-fourths of the six members who are present in person or by proxy, must vote for the resolution; that is, there must be five affirmative votes. But as the voting is by show of hands, and on such a voting a proxy can give only one vote in all, it is obvious that such a number of votes cannot be obtained. The solution of the difficulty is suggested by the judgment of LINDLEY, L.J., in *Ernest* v. *Loma Gold Mines* (45 W. R. 86; 1897, 1 Ch. 1), the case in which it was held that a proxy could not be counted separately on a show of hands. It would seem that a qualification must be placed on the words "such members for the time being entitled to vote as may be present in person or by proxy," and that, so far as the voting by show of hands is concerned, a member who is only present by proxy is not to be reckoned as a member entitled to vote. In other words, he is counted as present for the purpose of making a quorum, but he is omitted altogether for the purpose of voting on a show of hands. In the case in question, therefore, while the necessary quorum is obtained, the only votes to be considered are the votes of the two members personally present, and if they both vote for the resolution it will be duly passed. The result is in accordance with common sense. For practical purposes all the six members are present and are all ready to vote in favour of the resolution. It is only on account of the mode of voting that they cannot all be counted, but in the person of the proxies all the votes are really given for the resolution. Indeed, it seems to be improper to regard the proxies as voting for themselves alone. "Absent members," said LINDLEY, L.J., in the case referred to, "who vote by one and the same proxy, when no poll is demanded, vote not separately as if they were individually present but as an aggregate, their proxy, if a member, holding his hand up and so giving one vote, but only one for himself and them." If this is the correct meaning of the proxy's vote, then clearly the two members personally present and voting are in effect to be considered as giving the votes of the six.

AN ESTEEMED correspondent, in a letter which we print elsewhere, takes us to task for what he regards as a misapprehension in our article last week on the liability of a stockbroker acting under a forged power of attorney of the case of *Merchants of the Staple* v. *Bank of England* (36 W. R. 880, 21 Q. B. D. 160). It may be that the phrase "a clerk" which we used does not correctly describe the position of DREW, by whom the fraud in that case was perpetrated, and the headnote which Mr. ADAMS quotes gives a better idea of DREW'S relation to the plaintiff corporation. We may be permitted to point out, however, that the report itself speaks of "one DREW, who was *a clerk* to the company," and in a reference to the case which was merely introductory to the proper subject of the article it was easy to slip into the same form of expression. In point of fact, the company seems to have had no clerk or servant except DREW. "The objects for which the company was created," the report says, "had ceased to exist, and they had no office or place of business nor any books, except a minute-book kept by DREW." We doubt, however, whether for the purposes of the case it is material whether the seal which was fraudulently used was kept by a clerk or the clerk. Negligence would doubtless be more easily inferred if a corporate seal were left in the custody of a subordinate clerk, but the ground of the decision in the case was that, assuming negligence, the proximate cause of the loss was not the negligence of the corporation, but the fraud of the clerk. We quite agree with Mr. ADAMS that there are difficulties in the result, and *primâ facie* it would seem that, even though negligence is not the proximate cause of a loss, yet the party whose negligence has made a fraud possible ought to suffer rather than a party who is perfectly innocent. But the law appears to be otherwise settled, and it will be remembered that in *Scholfield* v. *Lord Londesborough* (43 W. R. 331; 1895, 1 Q. B. 536), where the matter, we believe, was last discussed, the view of the relation of the negligence to the fraud taken in *Merchants of the Staple* v. *Bank of England* was adopted by the majority (Lord ESHER, M.R., and RIGBY, L.J., LOPES, L.J., *diss.*) in the Court of Appeal. In the House of Lords this point was not raised, the case being decided on another ground. The case put by Mr. ADAMS of the signature of a power of attorney given unintentionally, raises, perhaps, a somewhat different question, and one upon which the existence of negligence has more effect. If the signature has been procured by a fraudulent representation the document apparently is void, and is consequently no protection to a person who acts upon it (see *Foster* v. *Mackinnon*, 17 W. R. 1105, L. R. 4 C. P. 704); but the omission of the party signing to inform himself of the contents of the document is probably negligence by which he will be estopped from setting up its invalidity (see per MELLISH, L.J., in *Hunter* v. *Walters*, 20 W. R. 218; L. R. 7 Ch. 75). In this class of cases justice may be attained by applying the doctrine of estoppel, and a reference to Mr. JOHN S. EWART'S recent work on that subject (see p. 112) will shew that there is a good deal to be said for applying that doctrine more freely and uniformly.

CASES OF complaints against clergymen under the Clergy

Discipline Act, 1892, are fortunately rare; some interest, therefore, attaches to the proceedings in *Girt* v. *Fillingham* recently decided by the Chancellor of the Diocese of St. Albans. A clergyman had been convicted and fined at petty sessions for "indecent behaviour" during the celebration of Divine service in a church; his offence consisted in the making of loud verbal protests against the manner in which the service was being conducted. This conviction gave rise to proceedings in the Consistory Court being taken under the Act referred to. Such proceedings may, under section 2, be taken if a clergyman "either is convicted by a temporal court of having committed an act constituting an ecclesiastical offence . . . or is alleged to have been guilty of any immoral act, &c." Section 5 makes the certificate of a conviction by a temporal court conclusive proof (except in certain cases) that he has committed the act for which he was convicted. It is to be noticed that the marginal note to section 2 is "complaint against clergyman for immorality"; but it is clear that the note does not accurately summarize the effect of the section, and that the act for which the conviction in a temporal court has been obtained need not be what is usually described as immoral. Allegations of immorality are dealt with in the section as distinguished from convictions. There is also ample authority to shew that interference with public worship is "an act constituting an ecclesiastical offence"; such an act was held to be within the cognizance of ecclesiastical courts in *Newbury* v. *Godwin* (1 Phil. 28) and *Hutchins* v. *Denziloe* (1 Consist. 181). The defendant clergyman was therefore duly "monished" and mulcted in costs. Proceedings such as these appear to form an exception to the rule *nemo debet bis vexari pro eadem culpâ*.

MR. JUSTICE GRANTHAM, writing to the *Times*, has given a list of eight cases in which at the Sussex Assizes, between 1695 and 1803, the judges, in the exercise of their discretion, modified the barbarous state of the law as to punishments. It would be interesting, however, to know in how many cases, during that lengthened period, the judges did not exercise their discretion; we fear it would be found to infinitely exceed in number the cases cited by the learned judge. One cannot help observing the oblivion into which the names of many of the judges mentioned by Mr. Justice GRANTHAM have passed. Who knows anything of Baron WARD, Baron BURY, Baron PERRETT, or Sir HENRY GOULD? Some of them may live in the reports; GOULD, J., for instance, appears in Sir W. Blackstone's Reports as very frequently concurring with the other judges, but occasionally giving terse little judgments; and in *Sparrow* v. *Cooper* (2 W. Bl., p. 1314) he was moved by mighty indignation at the closing of the Seal Office on St. Barnabas Day. "I think," he said, "it is a great imposition, insolently kept up." There was, by the way, a WRIGHT, J., on the bench in 1750, one of whose judgments is reported as follows in 1 W. Bl., at p. 64: "Old Nat. Br. 3, c. 12 B, French 4to edition, *mandamus* may go to the lord of a manor to hold Court Baron to do justice to his tenants." In the olden times, however, only selected cases were reported; it remains to be seen whether our modern system of reports of every material case in every court will better keep alive the memory of judges.

WE HAVE to announce another advertised application for registration with absolute title since we referred to the subject three weeks ago. This is for registration of eleven square yards of land abutting on the wall of the Royal Courts. According to our reckoning, this makes the number of advertised applications twelve in nineteen weeks.

The Lord Chief Justice has been ill, but is progressing favourably. It is stated to be probable that he will not return to court during the present week. Mr. Justice Grantham, who is staying at Hastings, is recovering from his recent indisposition, but is not expected back at present.

In response to a recent appeal by Mr. Kennedy, the police magistrate, on behalf of a solicitor, who through continued illness was in a state of destitution with his wife and five children, a total sum of £153 3s. 6d. has been received. Mr. Kennedy still appeals for offers of employment for the solicitor in question, who would be willing to accept clerk's or similar work.

THE RIGHTS OF CHARTERERS OF MORTGAGED SHIPS.

THE JUDGMENT delivered this week by JEUNE, P., in *The Heather Bell* (*Times*, 5th inst.) illustrates in a very interesting manner the principles which govern the respective rights of a mortgagee and mortgagor of a ship in respect of the chartering of the ship. *Primâ facie* it might be supposed that the ordinary rule as to dealing with mortgaged property would apply, and that the mortgagor would not be able to make any effectual disposition of the ship without the concurrence of the mortgagee. But in the interests of commerce a different principle has been established, and a mortgagor of a ship, so long as he remains in possession, is at liberty to enter into a charter-party or other agreement for the employment of the ship which will be binding on the mortgagee, *provided it is not prejudicial to the mortgagee's security*. The rule is based on the provisions of the Merchant Shipping Act now reproduced in section 34 of the Act of 1894, whereby it is provided that, "except so far as may be necessary for making a mortgaged ship or share available as a security for the mortgaged debt, the mortgagee shall not by reason of the mortgage be deemed the owner of the ship or share, nor shall the mortgagor be deemed to have ceased to be owner thereof." The mortgagor, it was said by CAIRNS, L.C., in *Keith* v. *Burrows* (2 App. Cas., p. 645) remains the *dominus* of the ship with regard to everything connected with its employment, until the moment arrives when the mortgagee takes possession; and the rule above stated was laid down by WESTBURY, L.C., in *Collins* v. *Lamport* (34 L. J. Ch. 196) in the following terms: "As long, therefore, as the dealings of the mortgagor with the ship are consistent with the sufficiency of the mortgagee's security—so long as those dealings do not materially prejudice and detract from, or impair the sufficiency of the security comprised in the mortgage—so long is there parliamentary authority given to act in all respects as owner of the vessel, and if he has authority to act as owner, he has of necessity authority to enter into all those contracts touching the disposition of the ship which may be necessary for enabling him to get the full value and benefit of his property."

The qualification of the rule which requires that the contract, if it is to be effectual against the mortgagee, shall not be prejudicial to his security is one which it may sometimes be difficult to apply in practice. Apparently the contract must be one which would seriously injure the mortgagee in an attempt to realize the ship. An instance of this nature occurred in *The Celtic King* (1894, P. 175). In that case the contract in question was made at a date prior to the mortgage. A ship was being built to the order of the owner. Before she was completed the owner entered into an agreement by which he undertook to fit her up for the frozen meat trade, and to run her for five years as one of a certain line of steamers. She was to be worked by the company which controlled the line. After the completion and registration of the ship her owner mortgaged her, and default having been made in payment of instalments due under the mortgage, she was sold by the mortgagee. At this time the mortgagor was dead. The purchaser claimed to hold her free from the contract for employment, and BARNES, J., held that he was right. The fact that the contract preceded the mortgage was, under the circumstances, not regarded as material. The mortgagees had no notice of the contract, and seeing that they took their security immediately on completion of the ship they were not bound to assume that she was already subject to a contract of so unusual a nature. The question, therefore, was the same as if the contract had been entered into by the owner after the mortgage under his ordinary rights as mortgagor in possession, and it had to be determined whether it was prejudicial to the mortgagee's security. BARNES, J., held that it was upon the ground suggested above—namely, that the realization of the security would be impeded. "It seems to me," he said, "that where there is a contract of this particular character it would be prejudicial to the security if the mortgagee were to be obliged to admit, or forced to admit, that he could not sell the ship to realize his security in an open market without that restrictive covenant. It is not like an ordinary contract for the ordinary employment of a ship which is made from time to time as things are good and as things are bad; but it is a contract which binds the vessel for a very long period, and has various clauses in it which might make

it extremely difficult for anybody to purchase a ship of this kind if they were tied by its terms." Accordingly the contract was not within the rule in *Collins* v. *Lamport*, and it was binding neither on the mortgagee nor on a purchaser from him.

The special objection to the contract in the *Celtic King* was the length of time for which it bound the ship, and it is naturally a much more difficult thing for a mortgagee to get rid of a contract which, even though it may be disadvantageous, binds the ship only for a short time, and from which, therefore, it will in the ordinary course soon be free. Of this nature was the contract in the present case of *The Heather Bell* (*supra*). In July, 1900, WARD, who was the owner of *The Heather Bell*, sold her to the South Coast and Continental Service (Limited) for £2,500, of which sum £625 was paid in cash, and the balance remained on mortgage, being secured also by three bills, each for the same amount, at two, four, and six months respectively. In August the company entered into a contract with one HORTON, under which HORTON was to work the vessel between Liverpool and certain watering-places on the coast of North Wales from the 29th of August until the 15th of October for the joint profit of the company and himself. The first bill for £625 fell due on the 4th of September. It was dishonoured, and the mortgagee went into possession and deprived HORTON of the benefit of his agreement. For this JEUNE, P., held that he was liable to pay HORTON damages. There appears to have been nothing in the agreement that was necessarily prejudicial to the security of the mortgagee, and in any case the shortness of its currency forbade its being any real bar to the realization of the ship.

We have, then, the result that a mortgagor while in possession may make any usual contract for the employment of the ship, and such contract will be binding on the mortgagee if he enters into possession, or on a purchaser from him if he sells. The contract will not be binding, however, if it is of such a length or contains such terms as to prejudice the realization of the ship at a price sufficient to satisfy the mortgage; but its terms became of slight importance if it is of quite short duration. The mortgagee cannot then be practically affected by it, and if he disregards it he will probably be liable in damages to the charterer. If it is essential to affect an immediate sale with delivery of possession, his prudent course is to arrange for the release of the charter on payment to the charterer, with the concurrence of the mortgagor, of a sum out of the proceeds of sale.

Further considerations arise, however, where the charter-party, although not in itself disadvantageous, has been made upon such terms as to prevent the mortgagee from obtaining the benefit of sums payable under it should he go into possession. The rights of a mortgagee in respect of freight accruing due were expounded in *Keith* v. *Burrows* (*supra*, and see judgment of LINDLEY, J., 1 C. P. D. 722). There an assignee of freight claimed to hold it against a prior unregistered mortgage of the ship, but it was held that the mortgage, although unregistered, gave the mortgagee all the rights incident to his security save as against a registered mortgagee, and that consequently when he went into possession he took the freight as part of his security notwithstanding that it had been assigned. "When a mortgagee takes possession," said CAIRNS, L.C., "he becomes the master or owner of the ship, and his position is simply this: from that time everything which represents the earnings of the ship which has not been paid before must be paid to the person who then is the owner, who is in possession. The owner then in possession happens to be the mortgagee, and it is in consequence of his filling that position, and not by virtue of any contract or any antecedent right, that he becomes the person entitled to receive the freight." This principle had previously been affirmed by the Court of Appeal in *Brown* v. *Tanner* (3 Ch. 597). The mortgagor in possession, it was there held, cannot assign the freight behind the back of the mortgagee so as to prevent the mortgagee from receiving it when he takes possession.

In *The Heather Bell* JEUNE, P., pointed out the apparent inconsistency between *Brown* v. *Tanner* and the decision in *Cory Brothers* v. *Stewart* (2 T. L. R 508). In the latter case a cargo of coals was to be taken from Cardiff to Montevideo. By the terms of the charter-party a sum of £450 was to be paid to the owner—a mortgagor in possession—on the signing of the bills of lading; £300 was to paid to a third party X. three days after sailing; and the balance, less another £300 which was to go to X., was to be paid on delivery of the cargo. A substantial part of the freight was thus alienated by the terms of the charter itself, and the Court of Appeal held that the charter was nevertheless binding on the mortgagee, who had gone into possession before the ship sailed. JEUNE, J., commented on the inconsistency in allowing the owner to alienate the freight in this way, and yet not allowing him effectually to assign the freight subsequently to the charter-party. We should have thought, however, though the point does not seem to have been taken in *Cory Brothers* v. *Stewart*, that the mortgagee on going into possession would be entitled to all sums due and still unpaid in respect of freight, whether assigned in the charter-party or subsequently; and where the freight has been paid in advance, so that the mortgagee cannot get the benefit of it, then it is a question whether the charter-party does not prejudice his security so as to entitle him to disregard it, as ruled in *Collins* v. *Lamport*. The margin of security may, however, be so ample that the ship would still realize enough on an immediate sale to pay off the mortgage. and then the mortagee has no ground of complaint. But it would in practice be a great convenience if it were more easy to state whether any particular charter-party is consistent with the mortgagee's security so as to be binding upon him. The existing rule has the disadvantage of depending for its application on an uncertain test.

THE WORKMEN'S COMPENSATION ACT IN THE HOUSE OF LORDS.

MR CHAMBERLAIN, in reply to an appeal for legislation to amend the Workmen's Compensation Act, 1897, referred to the recent decision of the House of Lords in certain compensation cases as proving that many of the alleged defects and obscurities ascribed to that much-abused Act do not in reality exist. Apparently Mr. CHAMBERLAIN means to suggest that the House of Lords have found the Act free from any serious ambiguities either of definition or drafting, and have been practically unanimous on the questions which have been submitted to them. Even if this were the case it is surely some evidence of the difficulties inherent in the Act that a considerable number of cases should have reached the House of Lords at all, unless the differences of opinion in the Court of Appeal which have given occasion to these appeals are to be attributed to the perverse ingenuity of certain members of that court. But in point of fact it is very difficult to see how the reports of their lordships' judgments can bear the construction in favour of the Act suggested by Mr. CHAMBERLAIN. It is true that those decisions throw some very valuable light upon the principles upon which the Act is to be interpreted, and that they will do much to lighten the task of those who have to construe this difficult statute. But in almost every case there have been dissentient judgments, and the only point upon which there has been complete unanimity is in the recognition of the many difficulties and incongruities presented by the Act. As it is of great importance that there should be no doubt as to the many imperfections of the Act, and that it should not be supposed that it has been, so to speak, whitewashed by the House of Lords, it is worth while to cursorily examine the judgments from this point of view before proceeding to extract from them the many important principles of construction and interpretation with which they abound.

Perhaps the most pungent criticism, among the many with which the judgments of their lordships abound, is to be found in the judgment of Lord BRAMPTON in the case of *Hoddinott* v. *Newton, Chambers, & Co.* (1901, A. C., at p. 65), where he says: "The whole statute is full of incongruities. In it so many things are said which could not have been meant, and so many things which must have been meant are left unsaid, that one often has great hesitation in even forming a conjecture as to what may have been the views and intentions of its framers." The drafting of the Act again came in for severe handling from Lord DAVEY in *Lysons* v. *Andrew Knowles & Sons* (1901, A. C., at p. 95), who describes it as an "extraordinarily ill-drawn Act," and further says: "It looks very much as if the Act had really been framed from notes of legislative intention, and had not been expanded into the proper legislative language." While the Lord Chancellor animadverts upon the "singular application" of legisla-

tion by reference, and describes the result as "grotesque" (*Ib.*, p. 90). As regards unanimity, it is sufficient to say that, in every case but one, there has been a difference of opinion—one, and sometimes two, noble lords dissenting.

Passing now from the general expression of opinion of their lordships upon the difficulties and imperfections of the Act, an examination of their decisions will be found to throw some valuable light upon it. Perhaps the clear enunciation and recognition of the central principle, or, as he termed it, the "substance," of the Act by the Lord Chancellor and other noble lords in *Lysons* v. *Andrew Knowles & Sons* (*supra*) is the most valuable contribution to be extracted from these decisions towards the solution of the many difficult problems presented by the Act. In that case the Court of Appeal had held that a workman who was injured in the course of his employment, and was otherwise entitled to compensation, could not recover because he had not been two weeks in the employment, and the schedule did not provide a means of assessing the "average" weekly wage in such a case. But their lordships repudiated this interpretation, which would, as was pointed out by the Lord Chancellor, have excluded the enormous mass of day labourers and other persons only irregularly employed from time to time. The first section of the Act gave to workmen employed under certain conditions a *primary right* to compensation which is not intended to be cut down by anything which follows. The schedule merely prescribes the mode by, and scale on which, the amount of the compensation is to be ascertained. It is mere machinery for giving effect to, and not in any way intended to limit, the broad right to compensation previously given. The right to compensation in the first instance, then, is *absolute*, and not conditional in any sense. The "conditions" laid down in the schedule, as is emphasised by Lord ROBERTSON, are none of them conditions precedent to the right to compensation, but are all of them conditions of the exercise of the right by persons assumed to possess it.

Another decision of supreme importance, since if the judgment of the Court of Appeal had stood it would have gone very far towards rendering the Act a nullity in many cases, is *Powell* v. *Main Colliery Co.* (49 W. R. 50). It was there held that the "claim for compensation" required by section 2, sub-section 1, of the Act meant anything which was in substance a claim upon the employer, and did not mean a formal claim by some form of legal procedure. The Lord Chancellor expressed the opinion that the statute "deliberately and designedly" avoided anything like technology, and throughout was framed with the idea that lawyers should be employed as little as possible. Looked at in this light, many rather loose terms contained in the Act become intelligible, and much litigation may be obviated. Lord ROBERTSON emphasizes the same point in different language when he states that the "distinctive characteristic" of the Act is that proceedings contemplated under it are not primarily judicial proceedings at all.

Until this case went to the House of Lords it appears to have been assumed by nearly everybody, including the framers of the rules under the Act, that an employer could not apply for arbitration, and might therefore, if legal proceedings were not taken, have a claim hanging over his head for an indefinite time. But their lordships intimated that the Act gave the employer a right directly a claim was made to apply for arbitration, and a new rule (Workmen's Compensation Rules 10*a*) has now given effect to their view.

The case of *Hoddinott* v. *Newton, Chambers, & Co.* (1901, A. C. 49), in which the House of Lords reversed the decision of the Court of Appeal, gave rise to considerable difference of opinion among their lordships, the motion being carried by four against two. But the decision is to be welcomed as rescuing from the confusion into which it had fallen the question of what is a "scaffolding" within the meaning of section 7, sub-section 1, of the Act, a confusion which had largely arisen owing to the Court of Appeal deciding that whether any particular arrangement of boards, &c., was a scaffolding or not, was a question of fact in each case from which no appeal lay, with the result that quite inconsistent decisions upon practically similar facts were given in *Maude* v. *Brook* (48 W. R. 290) and *Ferguson* v. *Green* (49 W. R. 105). Their lordships held that, while it was for the arbitrator to find every fact necessary for determining whether the structure was a scaffolding or not, that final question was a matter of law which could be reviewed by the Court of Appeal.

The very narrow interpretation put by the Court of Appeal in this case upon the word "construction" (an interpretation only maintainable by reading into the statute words which were not there—that is, taking the words as "original" construction, or construction "as a whole," as COLLINS, L.J., put it) was also repudiated by their lordships. The interpolation of such words, which are mere glosses, is a violation of one of the most elementary rules applicable to the interpretation of statutes.

One other erroneous assumption, which was put forward in the Court of Appeal in *Powell* v. *Main Colliery Co.* (*supra*) —namely, that certain provisions of the Act may be looked upon as for the benefit of the workman, and certain for the benefit of the employer, was very emphatically repudiated by the Lord Chancellor. To look at certain provisions from such a point of view would be a fertile source of error in interpreting the Act. Nothing could have a stronger tendency to warp the judgment than such a predisposition. In fact, in the words of Lord MACNAGHTEN, the only way to construe the Act is to "read it fairly, taking the words in their ordinary signification without straining the language in order to bring in or to exclude any particular case, however arbitrary or unscientific the line of demarcation drawn by the Act may seem to be."

REVIEWS.

BOOKS RECEIVED.

The Law and Policy of Annexation, with Special Reference to the Philippines; together with Observations on the Status of Cuba. By CARMAN F. RANDOLPH, of the New York Bar. Longmans, Green, & Co.

An Epitome of Roman Law. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

The Law of Joint Stock Companies under the Companies Acts, 1862 to 1900; with Directions for Forming a Company. By JAMES WALTER SMITH, Esq., LL.D., Barrister-at-Law. Twenty-sixth Thousand. Effingham Wilson.

Trade Union Law and Cases. A Text Book relating to Trade Unions and to Labour. By HERMAN COHEN, Barrister-at-Law, and GEORGE HOWELL, F.S.S. Sweet & Maxwell (Limited).

Responsibilities of Directors and Working of Companies under the Companies Acts, 1862-1900. With the Companies Act, 1900, *in extenso*, Prescribed Forms, Explanatory Notes, and exhaustive Index thereto. By ANTHONY PULBROOK, Solicitor. Effingham Wilson.

CORRESPONDENCE.

LIABILITY OF A STOCKBROKER ACTING UNDER A FORGED POWER OF ATTORNEY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The writer of the article on this subject in your last number appears to me to have misapprehended the case of the *Merchants of the Staple* v. *The Bank of England*. The fraud in that case was committed, not by a clerk, but by *the* clerk to the company. This is made quite clear by the headnote to the case, which is as follows:

"The plaintiffs, a corporate body, left their seal in the custody of their clerk who, without authority, affixed it to powers of attorney, under which certain stocks in the public funds, the property of the plaintiffs, was sold. The clerk appropriated the proceeds. In an action in which the plaintiffs claimed that they were entitled to the stock on the ground that it had been transferred without their authority by the defendants,

"Held, on the authority of *Bank of Ireland* v. *Trustees of Evans' Charities* (5 H. L. C. 389) that, assuming the plaintiffs had been negligent, their negligence was not the proximate cause of the loss, and did not disentitle them from recovering in the action."

I have never been able to understand the grounds on which the bank was held liable. The decision seems to me to be equivalent to holding that if I am induced by a clerk to sign a power of attorney, not intending to do so, the bank must be held liable for not knowing that I did not intend to sign the power. A new and startling development of the doctrine of intention. JOHN R. ADAMS.

66, Cannon-street, March 6.

[See observations under "Current Topics."—ED. *S.J.*]

THE KING'S BENCH CAUSE LISTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I beg to inform you that, in reply to a suggestion made by the Council to the Lord Chief Justice as to the desirability of marking the lists of actions being tried in the King's Bench Division, a letter has been received from his lordship, a copy of which I append.

H. W. APLING, Hon. Sec.,

The Solicitors' Managing Clerks' Association,
12, New-court, Lincoln's-inn, W.C., March 4.

The following is a copy of the letter referred to:—

[COPY.]

16th Feb., 1901.

Sir,—With reference to your letter of the 31st January, I have given directions that lists should be placed outside every court of the King's Bench Division, and the cases marked off as they are disposed of.

Thanking you for making the suggestion,

Faithfully yours,
(Signed) ALVERSTONE.

F. Spooner, Esq,

VOTING AT GENERAL MEETINGS OF A COMPANY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Company—special resolution—voting—meeting at which two members are present, each holding two proxies, the quorum being five members present in person or by proxy, each member having one vote. As the proxies do not count on a show of hands, do the two votes of the members present in person constitute a majority of three-fourths under section 51 of the Companies Act, 1862?

S.S.C.

[See observations under "Current Topics"—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

CHAMBERS *v.* **GOLDTHORPE.** No. 1. 27th Feb.

BUILDING CONTRACT—ARCHITECT—LIABILITY FOR NEGLIGENCE—QUASI-ARBITRATOR.

This was an appeal from the judgment of a Divisional Court (Channell and Bucknill, JJ.) on the hearing of an appeal from the Holmfirth County Court. The plaintiff, who was an architect, sued for fees. The defendant counterclaimed for negligence. The plaintiff had been employed by the defendant, a building owner, to prepare plans for houses which he, the defendant, was about to have built, to superintend the work, and to measure it up when completed. The defendant entered into a contract with a builder, whereby the latter was to build the houses. The contract provided that the works should be carried out under the superintendence of the plaintiff as architect, and that the defendant should pay the contractor instalments of the contract price on interim certificates given by the architect as the works progressed, and that "a certificate of the architect, or an award of the referee hereinafter referred to, as the case may be, shewing the final balance due or payable to the contractor, is to be conclusive evidence of the works having been duly completed, and that the contractor is entitled to receive payment of the final balance." The contract further provided that in case any dispute should arise between the defendant, or the architect on his behalf, and the contractor with respect to certain specified matters, or in case the architect should withhold any certificate to which the contractor might be entitled, such dispute or question should be referred to arbitration. The works having been carried out, the plaintiff gave his final certificate. The plaintiff having sued the defendant in the county court for the amount of his fees, the defendant counterclaimed for negligence by reason of the plaintiff having incorrectly measured up certain of the work done, whereby the certificate was for a larger amount than it ought to have been. The county court judge gave judgment for the plaintiff on the claim, and for the defendant on the counterclaim. The Divisional Court directed that judgment should be entered for the plaintiff on the counterclaim, on the ground that he was by the contract placed in a judicial position between the building owner and the builder with reference to giving his certificate, and that therefore he was not liable for negligence. The defendant appealed.

THE COURT (A. L. SMITH, M.R., and COLLINS, L.J., ROMER, L.J., dissenting) dismissed the appeal.

A. L. SMITH, M.R., said that the architect undertook the duty of bringing out a final certificate. In this respect he clearly owed a duty to the builder as well as to the building owner. Being in the position of an arbitrator, he was not liable to an action for negligence.

COLLINS, L.J., said that the contract shewed the architect to be a *quasi*-arbitrator, for it shewed him to be a person under an obligation to exercise judgment, on a matter requiring professional skill, impartially between two other persons.

ROMER, L.J., differed. In his opinion, if a person undertook for reward to value or estimate for another work about to be done for his principal by a third person, he did not, so far as his principal was concerned, become an arbitrator in regard to his valuation or estimate merely because he knew that his principal and the third person had by contract between them agreed that in default of dispute previously arising with regard to the matter, his valuation or estimate was to be taken as conclusive and as determining the price to be paid by his principal for the work to be done by the third person.—COUNSEL, *Lowenthal; Scott Fox, K.C.*, and *R. W. Harper*. SOLICITORS, *Mills & Co.*, Huddersfield; *Learoyd & Co.*, Huddersfield.

Reported by F. G. RUCKER, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **LONDON COUNTY COUNCIL.** No. 2. 28th Feb.

STATUTE—MUNICIPAL TRADING—TRAMWAY COMPANY—RUNNING OMNIBUSES—LONDON COUNTY TRAMWAYS ACT, 1896, s. 2.

Appeal from a decision of Cozens-Hardy, J., of the 6th of April, 1900. The London County Council, under the powers of the London County Tramways Act, 1896, purchased from a tramway company tramways south of the Thames, with a terminus south of Westminster Bridge, another tramway south of Waterloo Bridge, and another south of Blackfriars Bridge. The tramway company had power under its memorandum to run omnibuses in connection with its undertaking, and at the time of the purchase of the tramways by the London County Council the tramway company ran omnibuses across Westminster Bridge to Charing Cross, across Waterloo Bridge to the Strand, and across Blackfriars Bridge to a point near Farringdon-street Station. The county council continued the omnibuses to Farringdon-street, and ran omnibuses from the tramway at Westminster Bridge to the tramway at Waterloo Bridge, and *vice versâ*. The Attorney-General, on the relation of a large number of omnibus proprietors who were also ratepayers, commenced this action for a declaration that it was *ultra vires* for the London County Council to carry on the business of omnibus proprietors in connection with the tramways, or to apply the county funds for the purpose of maintaining and working omnibuses. The question was whether, under the London County Tramways Act, 1896, which gave power to the London County Council to work tramways authorized by Acts scheduled to that Act, they were empowered by implication to work the omnibuses in question as ancillary to the working of the tramways, and also whether they were authorized to do so by their general powers under the Local Government Act, 1888. Cozens-Hardy, J., held that it was beyond the powers of the London County Council to carry on the business of omnibus proprietors in connection with their tramways or to apply the county fund for the purpose of maintaining and working omnibuses. The county council now appealed.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) dismissed the appeal, holding that the London County Council was a statutory corporate body, and not a common law corporation, and that section 2 of the Local Government Act, 1888, did not enable a county council to exercise any powers other than those which had been conferred upon them by statute. The question was whether the London Council had any statutory power to run omnibuses. Reliance had been placed on the London County Tramways Act, 1896. But their lordships did not see any words in that Act which could reasonably be held to confer the power. Moreover, the county council were doing something different and something more than the tramway company did, though it might be an improvement. Another difficulty was that unless they were authorized to spend money upon the omnibuses, they had no power to do so. But the Acts referred to clearly did not authorize the purchase of omnibuses. It was urged that there was not sufficient public benefit to justify an action in the name of the Attorney-General. Their lordships, however, could see no reason why the Attorney General should not interfere in any case in which a public body were exceeding their powers. In the present case the relators were also plaintiffs and had an interest as ratepayers, and the action was properly constituted. The case of the county council, therefore, failed, and the appeal must be dismissed.—COUNSEL, *Haldane*, K.C., *Vernon Smith*, K.C., and *Mothold; Asquith*, K.C., *Macnaghten*, K.C., and *G. Blaiklock* SOLICITORS, *Hicks, Davis, & Hunt; W. A. Blaxland.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

STACEY *v.* **HILL.** No. 1. 1st March.

LANDLORD AND TENANT—RENT GUARANTEED BY THIRD PARTY—BANKRUPTCY OF LESSEE—DISCLAIMER OF LEASE BY TRUSTEE—LIABILITY OF SURETY AFTER DATE OF DISCLAIMER—BANKRUPTCY ACT, 1883 s. 55 (2).

Appeal by plaintiff from a judgment of Phillimore, J., who tried the action without a jury. The action was brought against the defendant as surety for the payment to the plaintiff of rent for two quarters due to the plaintiff from one Chapman, for premises No. 34, High-street, Sheffield, under a guarantee in writing given by the defendant. The plaintiff was the owner of the above-mentioned premises, and, on the 15th of November, 1898, he let them on lease for a term of five years from the 25th of December, 1898, to Chapman at the yearly rent of £280. When the lease was granted, and in consideration thereof, the defendant gave the plaintiff the following guarantee: "15th of November, 1898. In consideration of your granting the lease of the premises, 34, High-street, Sheffield, to Mr. Thomas Chapman, of Hull, I hereby guarantee the payment of so much rent as may be from time to time in arrears for twenty-one days to a sum not exceeding £140. This guarantee to remain in force concurrently with the lease for a period of five years from the 25th day of December next." On the 3rd of November, 1899, a receiving order was made against Chapman, who was subsequently adjudicated a bankrupt, and a trustee of his estate was appointed. On the 15th of February, 1900, the trustee disclaimed the lease. Beyond the fact that the plaintiff's agent had accepted the key and had advertised the premises to let, there was no evidence that the

plaintiff had resumed possession of the premises. The defendant paid the rent of the premises up to the 25th of December, 1899, and tendered £40 10s., the proportionate part of the rent, to the 15th of February, 1900, the date of the disclaimer, but said he was not liable for any rent after that date. The plaintiff brought this action to recover £70, the quarter's rent due on the 25th of March, 1900, when the defendant paid £40 10s. into court, and pleaded section 55 (2) of the Bankruptcy Act, 1883. Phillimore, J., found as a fact that the plaintiff had not resumed possession, but he held that the effect of the disclaimer was to release the lessee from liability to pay rent, and that as the defendant's guarantee only extended to the payment of rent in arrear, there was no liability under the guarantee for any rent after the date of the disclaimer. He accordingly gave judgment for the defendant.

THE COURT dismissed the appeal.

A. L. SMITH, M.R., said the question was, what was the effect of the disclaimer upon the defendant's liability under his guarantee? He agreed with the view taken by Phillimore, J., and he thought this case was concluded by the decision of this court in *In re Finley, Ex parte Clothworkers' Company* (21 Q. B. D. 475). There, in dealing with section 55 of of the Act of 1883, Lord Lindley said: "The operation of those clauses in the simple case of a lease is not very difficult to ascertain. If there is nothing more than a lease, and the lessee becomes bankrupt, the disclaimer determines his interest in the lease under sub-section 2. He gets rid of all his liabilities and he loses all his rights by virtue of the disclaimer. There is no need of any provision for vesting the property in the landlord, but the natural and legal effect of sub-section 2 is that the reversion will become accelerated." In other words, the meaning of the words "the disclaimer shall operate to determine," &c., in sub-section 2 was that the term was put an end to altogether as between lessor and lessee. If the surety was liable to pay to the lessor rent due after the disclaimer he ought upon such payment to be entitled to prove against the bankrupt's estate. That would not be releasing the bankrupt or his estate by the disclaimer. The guarantee was on its face a guarantee for the payment of so much rent as might be from time to time in arrear. In his opinion no rent could be in arrear after the date of the disclaimer.

COLLINS and ROMER, L.JJ., concurred.—COUNSEL, *Mayer; Montague Lush.* SOLICITORS, *H. A. Maude*, for *W. H. Stacey*, Sheffield; *F. H. Pepper, Tangye, & Co.*, London and Birmingham.

[Reported by ERSKINE REID, Barrister-at-Law.]

RICKABY *v.* RICKABY. No. 2. 27th Feb.

PRACTICE—APPEAL—NOTICE OF MOTION FOR NEW TRIAL—SECURITY FOR COSTS—PRACTICE IN DIVORCE DIVISION.

In this case a petition for divorce was brought by a husband against his wife and two co-respondents. The petition was dismissed. The husband then gave notice of a motion in the Court of Appeal for a new trial. An application was now made that security for costs should be given by the petitioner on the ground of his poverty. It was pointed out that in *Heeksher* v. *Crosley* (39 W. R. 211; 1891 1 Q. B. 224) it was settled that on a motion for a new trial security for costs could not be insisted on.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) refused the application.

RIGBY, L.J., said it was well established in the practice in the King's Bench Division that the court would not accede to an application for security for costs on a motion for a new trial. In the present case counsel on neither side could tell the court of any difference in the practice that prevailed in the Divorce Division. He could see no reason for making any distinction between divorce cases and other cases, and on that ground he thought the court ought to decline to make the order asked for.—COUNSEL, *H. Simmons; Bayford.* SOLICITORS, *Milner & Bickford*, for *F. B. Laidler*, Darlington; *Riddell & Co.*, for *Wooler & Wooler*, Darlington.

[Reported by J. L. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

LEVER *v.* KOFFLER. Byrne, J. 18th and 20th Feb.

SPECIFIC PERFORMANCE—ALTERNATIVE OFFERS — VERBAL ACCEPTANCE—AGREEMENT FOR YEARLY TENANCY—STATUTE OF FRAUDS.

This was the trial of an action for specific performance of an agreement to let certain premises, and for damages. The facts were as follows: On the 12th of April, 1900, the authorized agent of the defendant wrote to the plaintiff a signed letter containing an offer to let to him certain premises known as Min y don on an annual tenancy on the terms therein mentioned, reserving power to give notice to quit at the end of the second year. The letter also contained at the foot an offer to sell part of the premises on the terms mentioned, and the offers were to be open for the plaintiff's consideration till noon on the following Thursday. At 11.30 a.m. on that day the plaintiff called at the agent's office and verbally accepted the terms, and also wrote and signed a memorandum addressed to the agent referring to his "offer" of Min y don, and accepting it "on the conditions named therein." The defendant afterwards repudiated the offer, and the plaintiff brought this action. It was argued for the plaintiff that his acceptance of the offer to let was sufficient, and that the agreement was for a tenancy for two years at least, and thenceforward from year to year, of which specific performance would be granted. It was argued for the defendant that the letter contained two offers, and the written acceptance did not specify which was accepted; and that the agreement was for a yearly tenancy only, of which specific performance would not be enforced.

BYRNE, J., held that the acceptance referred to the whole property, and so indicated sufficiently an acceptance of the offer to let. He held also that the agreement was one for a tenancy of two years at least, and that specific performance could be granted even of a shorter tenancy, and decreed specific performance of the offer to let, and an inquiry as to damages.—COUNSEL, *Hewitt; Rowden*, K.C., and *Gatey.* SOLICITORS, *Belfrage & Co*, for *Chamberlain & Johnson*, Llandudno; *Hamlin, Grammer, & Hamlin*, for *Gamlin & Williams*, Rhyl.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

***Re* MAYHEW'S TRUSTS. SPENCER *v.* CUTBUSH.** Farwell, J. 5th March.

WILL—CONSTRUCTION—POWER—SPECIAL POWER OF APPOINTMENT—WORD "APPOINT" ONLY—INTENTION TO EXERCISE.

Adjourned summons. By her will, dated the 9th day of June, 1898, Maria Mayhew, spinster, after appointing her nephew and niece to be her executors and trustees and making certain legacies, said as follows: "I appoint, devise, and bequeath my real estate and the residue of my personal estate to my trustees upon trust to sell or convert the same into money and to pay and divide the proceeds (after paying my debts, funeral and testamentary expenses) equally between the four children of my deceased sister Jane Cutbush" (including the said trustees) "or such of them as shall be living at my decease." It appeared that under the will of her father William Mayhew, dated the 27th day of March, 1858, in the matter of the trusts of which this originating summons was taken out, the testatrix had a power of appointment over a certain part of his personal estate; the words of the power were as follows: "Upon trust as to one equal undivided moiety or half part . . . upon trust for the children of my said daughter Maria and in default of children for my grandchildren or others, as my said daughter Maria shall by will appoint in like manner as I have directed and declared with respect to my daughter Matilda, as if the same were here again repeated as to my daughter Maria." The testatrix, Maria Mayhew, died on the 18th day of September, 1900. This summons was taken out by one of the trustees of the testator to have it determined (*inter alia*) whether the powers of appointment given by his will to his daughter Maria over the share of his estate given in trust for her during her life with remainders over, were general powers or special powers, and whether by her will she exercised such powers of appointment. His lordship (Farwell, J.) first declared after argument that the powers of appointment were special and not general powers. In the argument upon the second question the following cases were referred to, viz.: (on behalf of the children of a sister of the testatrix) *Re Williams, Foulkes* v. *Williams* (42 Ch. D. 93), *Pidgely* v. *Pidgely* (1 Coll. C. C. 255), *Cowx* v. *Foster* (1 J. & H. 30), *Re Swinburne, Swinburne* v. *Pitt* (33 W. R. 394, 27 Ch. D. 696), *Re Teape's Trusts* (21 W. R. 780, L. R. 16 Eq. 442), and *Re Milner* (1899, 1 Ch. 563), and (on behalf of those entitled in default of the exercise of the power) *Re Richardson* (17 L. R. Ir. 446), and *Re Mills, Mills* v. *Mills* (35 W. R. 133, 34 Ch. D. 186).

FARWELL J.—This case is very near the line. On the whole I come to the conclusion that the power is exercised. [Here his lordship read the will.] The testatrix had a limited power of appointment among the grandchildren of her father, obviously including her sister's children. Therefore there is a gift to the objects of the special power. It is plain on the authorities that the mere fact of a direction to pay debts, funeral and testamentary expenses out of the funds subject to a power is not enough to exclude the idea of an intention to execute a power of appointment. Further, there is evidence that here she had no other power. It was suggested that this evidence was not admissible, but I think that it is admissible both on the authorities and on principle, when the court finds the word "appoint" in a will. When there is a devise of real estate I have to find whether in fact the testator had real estate, and similarly, when the testator makes an appointment over personalty, I have to inquire whether there is a power to appoint personalty. I therefore here start with this, that I have it in evidence that she had a special power and no other. Now, the word "appoint" is a word of art, referring to powers only. I do not say that if there were not the other words, the word "appoint" would not carry all the property. But here I have all three words "appoint, devise and bequeath"; the word "appoint" in this collocation contains, in my opinion, a necessary reference to a power, and I therefore read it as if it were "in exercise of every power I devise, bequeath and appoint." I think this is the true view of a will like this, using all three words. At first I felt some difficulty as to whether it would be enough to limit the reference to a general power. The words "my personal estate" might seem to point to this view, but the same thing might have been said as to both *Re Teape's Trusts* (*ubi supra*) and *Re Swinburne* (*ubi supra*), especially the latter where the words were "might have any testamentary power of disposition." But it was held to be a sufficient reference to a power. Here there is "devise and bequeath," which, under section 27 of the Wills Act, would be enough to execute the general power. Therefore no violence is done to the will in thinking that in its words there is enough to execute the special power. The only point which made me hesitate was the expression of opinion (not a decision) of Chatterton, V.C., in *Re Richardson's Trusts*, at p. 442 of 17 L. R. Ir. 436. That is a *dictum* of the Vice-Chancellor with which, with all respect to him, if he had applied to the present case, I could not have agreed. I think there is here sufficient context to shew that the word "appoint" applies and refers to and exercises the special power.—COUNSEL, *C. L. Coote; J. G. Butcher*, K.C., and *J. Gatey*; *J. S. Green; Hay.* SOLICITORS, *H. E. Griffith; Paterson, Sons, & Candler*, for *A. J. Ellis*, Maidstone.

[Reported by W. H. DRAPER, Barrister-at-Law.]

Re **BIRD. DODD** *v.* **EVANS.** Farwell, J. 26th Feb.

SETTLED ESTATE—TENANT FOR LIFE AND REMAINDERMAN—TRUSTEE—BREACH OF TRUST—IMPROPER SALE OF INVESTMENT—RE-INVESTMENT ON INSUFFICIENT MORTGAGE SECURITY—EXCESSIVE INTEREST—ARREARS OF INTEREST—APPORTIONMENT OF CAPITAL AND INCOME.

Further consideration of an action to administer the estate of Thomas Bird, who by his will dated the 4th day of November, 1875, after appointing J. C. Evans and T. Spencer executors and making specific bequests, devised and bequeathed all his real and personal estate to them upon trust in effect for sale and investment in the parliamentary stocks or funds of Great Britain or shares in any public company (after payment of his debts and funeral and testamentary expenses), and to stand possessed of such investments upon trust to pay the income to his widow for her life and after her decease to transfer the *corpus* unto and equally between the children of the said J. C. Evans. The testator died on the 31st of January, 1876, and his will was duly proved. The said T. Spencer died on the 1st day of October, 1879, and no new trustee was appointed in his place. At the date of his death the testator's estate consisted in part of Consolidated £3 per cent. Annuities of the value of over £10,000. Between 1882 and 1889 the surviving trustee sold these Consols and invested the proceeds upon the security of equitable mortgages of real estates belonging to himself. He died on the 1st day of June, 1893, having down to that period paid interest on such investment at the rate of 4 per cent. to the widow of the testator. These payments were continued by his representatives down to the 25th day of March, 1894. This action was commenced in 1894, and by the decree made it was declared that this investment on mortgage was a breach of trust. The estates charged thereby were sold, and realized between £6,000 and £7,000. The widow died in 1900, having arrears of interest due to her at that time. The main question now was as to the principle upon which the loss sustained to the testator's estate by reason of the improper investment and the excessive interest (if any) paid to the widow should be apportioned as between tenant for life and remainderman. The remainderman relied on *Re Moore, Moore* v. *Johnson* (33 W. R. 447); the representative of the tenant for life on *Re Hobson, Walker* v. *Appach* (34 W. R. 70), *Re Foster, Lloyd* v. *Carr* (45 Ch. D. 629), and *Re Barker, Barker* v. *Barker* (1897, W. N. 154).

FARWELL, J., after stating the facts, said that the authorities on the point were in a somewhat perplexing condition. He was unable himself to reconcile the decision of Pearson, J., in *Re Moore, Moore* v. *Johnson* (*ubi supra*) with that of Kay, J., in *Re Foster, Lloyd* v. *Carr* (*ubi supra*). The present case was, however, to be distinguished from both those cases. The rule as stated by James, V.C., in *Cox* v. *Cox* (L. R. 8 Eq. 343) ought to be observed as far as possible, and, in applying it, it had to be ascertained what the state of things ought to be having regard to the breach of the trust. The case came to this, that in March, 1885, the sum of Consols was wrongly sold, so that there ought to be £10 000 Consols or a sum equivalent thereto in settlement. On that theory, that what ought not to have been done must be regarded as not done, then the tenant for life would have had the interest on the Consols down to her death. Instead of that she received in fact income at £4 per cent. per annum. There was no default on her part, nor could the court order any repayment by her without any apparent knowledge on her part of the breach of trust. So far as the funds were now capable of adjustment, the rule of James, V.C., to be applied was to make the loss as equal as you can between tenant for life and remainderman and *corpus* and income. His lordship had suggested that the true view was to find out how much it would cost to replace the £10,000 Consols at their price at the death of the tenant for life, and what the deficiency would be. What there was actually was the £6,000 capital and the accrued receipts of income. Then you must ascertain what the interest on the Consols would have amounted to, and you have to apportion these sums in the way pointed out by Kay, J. His lordship said he had not to decide whether that was the true view when there was no breach of trust. In this case he had to regard the restoration of the *status ante*, and then to apportion what there actually was.—COUNSEL, *J. G. Butcher*, K.C., and *K. G. Metcalfe*; *W. H. Upjohn*, K.C., and *Martelli*; *H. W. Horne*. SOLICITORS, *Gasquet & Metcalfe*; *J. E. Mason*; *Pollock & Co.*

[Reported by W. H. DRAPER, Barrister-at-Law.]

COLLISON *v.* **WARREN.** Buckley, J. 1st March.

PRACTICE—INTERIM INJUNCTION—APPLICATION BY DEFENDANT—NO COUNTERCLAIM.

Motion. In August, 1899, the plaintiff, who was then carrying on the business of hotel proprietor on premises of which he held the lease, executed a deed of arrangement with his creditors. By that deed he assigned to the defendant, subject to a bill of sale previously executed, all his personal estate in the business, except the said leaseholds, upon trust, as long as he, the defendant, thought fit, to carry on the business, and call in and collect the personal estate, and in the meantime to engage the services of the plaintiff, the debtor, who and whose wife and family should during such engagement be entitled to reside and board on the premises, as manager of the business, at a salary of £100 a year payable monthly, and upon further trusts for the payment of the creditors of the debtor. The plaintiff also covenanted to execute the necessary deeds for vesting the leaseholds in the defendant, and in the meantime to hold them for such purposes as the defendant, the trustee, should direct. The plaintiff managed the hotel until the 11th of February, 1901, when the defendant dismissed him from his position on the ground of intemperate habits, gave him a month's wages in lieu of notice, and requested him to leave the premises. His lordship found as a fact that the plaintiff had been frequently intoxicated. The plaintiff, however, refused to leave the premises, and on the 16th of February he issued the writ in the action against the defendant, asking for a declaration that he was entitled to be engaged as manager, and with his wife and family to reside and board on the premises, and for an injunction and damages. The defendant now moved for an interim injunction restraining the plaintiff, his wife, or any member of his family from remaining upon the premises, and restraining him from interfering with the conduct or management of the business. He filed affidavits as to the above facts.

BUCKLEY, J.—The first question is whether the defendant is right in making this motion in the plaintiff's action. In 1876, Jessel, M.R., held in *Sargant* v. *Read* (L. R. 1 Ch. 600), in a partnership action, that such an application might be made by the defendant. The basis of that decision was that where the defendant is relying upon the same cause of relief as the plaintiff, he may now, under section 25 of the Judicature Act, 1873, ask for an injunction without issuing a writ in a cross-action. In the case of *Carter* v. *Fey* (38 SOLICITORS' JOURNAL 491, L. R., 1894, 2 Ch. 541), although the court refused to allow the application in that case, they nevertheless laid down the rule that a defendant might make a motion of this kind where the relief sought by the injunction was incidental to or arising out of the relief sought to be obtained in the plaintiff's action. Now the plaintiff's cause of action is that he is entitled to be employed as manager under the contract in the deed of the 31st of August, 1899. The relief the defendant seeks is merely the negative of that, and arises out of the same cause of action. The next question is whether the court has power to grant an injunction to restrain the plaintiff from remaining on the premises, which would be really a mandatory order to go from them. I am referred to *Spurgin* v. *White* (9 W. R. 266, 2 Giff. 473). That is an authority that I may grant an injunction to restrain the plaintiff until trial or further order from interfering with or disturbing the defendant in his possession or occupation of the hotel, and from in any way interfering with the conduct and management of the business; and I accordingly make such order.—COUNSEL, *Astbury*, K.C., *H. S. Simmons*; *Israel Davis*. SOLICITORS, *W. Gipps Kent*; *Lewis Davis*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.

High Court—Probate, &c., Division.

In the Goods of **MARGARET JANE SUMMERS** (Deceased). Barnes, J. 4th March.

PROBATE—WILL TREATED AS CODICIL—OMISSION TO APPOINT EXECUTORS.

This was a motion for leave to admit two wills to probate under the following circumstances: The deceased died on the 20th of January, 1901, having executed a will (which had been prepared by her solicitors) on the 7th of March, 1893. By that will she appointed executors and disposed of all her real and personal property. On the 2nd of November, 1900, unknown to her solicitors, she prepared and executed another will, by which she disposed of all her property; but, though the will purported to be her last will, it contained no revocatory clause nor made any appointment of executors. It appeared from the evidence that she fully intended that this second testamentary disposition should operate as a codicil to the will drawn by her solicitors. The cases of *Henfrey* v. *Henfrey* (2 Curt. 468), *In the Goods of Griffith* L. R. 2 P. & D. 457), and *In the Goods of Leese* (2 Sw. & Tr. 442) were cited.

BARNES, J., admitted the testamentary document of the 2nd of November, 1900, to probate as a codicil to the deceased's will of the 7th of March, 1893.—COUNSEL, *Priestley* and *Goddard*. SOLICITORS, *Peacock & Goddard*, for *Sharp Harrison*; *Turner & Turner*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

High Court—King's Bench Division.

Re **THE GLOUCESTER MUNICIPAL ELECTION PETITION, 1900 (TUFFLEY WARD). FORD AND OTHERS** (Petitioners) *v.* **NEWTH** (Respondent). Div. Court. 5th March.

MUNICIPAL CORPORATION—ELECTION—NOMINATION AND ELECTION OF DISQUALIFIED PERSON—INTEREST IN CONTRACT WITH CORPORATION—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. C. 50), S. 12, SUBSECTION (*c*).

Special case, raising questions of law for the opinion of the court, stated by Mansel Jones, Esq., a commissioner for the trial of municipal election petitions. The facts, as set out therein, are as follows: This was a petition under the Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50), against the return of the respondent to the office of town councillor for the Tuffley Ward of the city of Gloucester, which was tried before me, the commissioner to whom the trial of the said petition was assigned, on the 29th and 30th of January, 1901, at Gloucester. The election was held on the 1st of November, 1900, when the respondent was declared to be elected. The petition alleged that the said William James Newth was disqualified for being nominated and for being elected and for being a councillor on the ground that at the time of his nomination and election he had an interest in a contract with, by, or on behalf of the council of the said city, and prayed that it might be determined that the said William James Newth was not duly elected, and that his election was and is void. It was proved that the council of the city of Gloucester on the 5th of December, 1899, advertised for certain articles for the use of the corporation during the ensuing year, and invited tenders. On the 13th of December, 1899, the respondent tendered for certain goods in the following form, which he had obtained from the council's office: "'City of Gloucester. To the Street Committee. Gentlemen,—I hereby offer to supply

for the twelve months ending the 31st of December, 1900, the undermentioned goods as required, the best of their respective kinds, and to the entire satisfaction of the City Surveyor delivered at the Corporation Depot, Stroud-road, Gloucester, in guaranteed makers' drums or barrels sealed down." Then followed a long list of articles and prices. It was signed by the respondent That on the 22nd of December, 1899, the Street Committee resolved (No. 277) that it be recommended that certain tenders be accepted at the several prices therein respectively mentioned, among them being that of the respondent for oil and colours. On the same date a letter was sent to him informing him that his tender was accepted. On the 30th of January, 1900, at a quarterly meeting of the council it was resolved (No. 358) that the minute of the Street Committee of the 22nd of December, 1899, be approved, adopted, and confirmed. From the 22nd of December, 1899, up to and including the 20th of October, 1900, the respondent supplied from time to time goods according to the said tender, when and as required by the council and received payments for the same from time to time to a considerable amount. On the 19th October, 1900, there were various accounts amounting to over £54 due to him which were not all paid until the 19th of December. On the 19th of October, 1900, the respondent being anxious to stand as a candidate at the forthcoming election of councillors in November, applied to the Finance, Estates, and Waterworks Committee (and not to the Street Committee, who had risen for the day) to be relieved from his tender or contract, when the following minute and resolution of that committee was passed (No. 1,384): 'It was reported that Mr. W. J. Newth intended to offer himself as a candidate at the following elections if not prejudiced by the fact that he had given an estimate for supplying certain articles that may be required by the corporation up to the end of the year. Resolved: That subject to this minute being approved by the council, Mr. Newth be released from the estimate or contract referred to as from this date.' On the 24th of October the respondent was nominated, and on the 1st of November declared to be elected to the office of councillor. On the 30th of October the council resolved (No. 1,527) that the minute of the Finance, Estates, and Waterworks Committee be approved, adopted, and confirmed. On the above facts being proved, it was contended by the respondent's counsel that he was not disqualified for being elected and for being a councillor under section 12, sub-section (*c*), of the Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50), on the ground that: I. There was no contract. II. That if there was a contract, it was rescinded before the 24th of October. III. That the existence of a debt for goods supplied before the 24th of October and not paid for until December was not an interest in any contract within the meaning of the said section. I determined, subject to the opinion of the High Court of Justice on the question of law hereafter submitted, that the said William James Newth was not duly elected, and that his election was and is void, but postponed granting my certificate until the question which I now submit for the consideration of the High Court of Justice has been determined by them. The question for the opinion of the court is whether the said William James Newth was disqualified from being nominated and elected and for being a councillor. If the court should determine in the affirmative, my certificate will be that the said William James Newth was not duly elected, and that his election was and is void, and if in the negative that the said William James Newth was duly elected, and that his election was and is valid.—H. R. Mansell Jones, February 6th." By section 12, sub-section 1 (*c*) of the Municipal Corporations Act, 1882: "A person shall be disqualified for being elected and for being a councillor if and while he has, directly or indirectly, by himself or his partner, any share or interest in any contract or employment with, by, or on behalf of the council." During the arguments the following cases were cited in support of the respondent's case: *Sykes* v. *Dixon* (9 A. & E 693), *Burton* v. *Great Northern Railway* (2 W. R. 257, 9 Exch. 507), *Great Northern Railway* v. *Witham* (22 W. R. 48, L. R. 9 C. P. 16), *Bolton* v. *Lambert* (37 W. R. 236 and 434, 41 Ch. D. 295), *Re Portuguese Consolidated Copper Mines* (39 W. R. 25, 45 Ch. D. 16), *Royse* v. *Birley* (17 W. R. 827, L. R. 4 C. P. 296); and in support of the petitioner's case *Harford* v. *Lynskey* (47 W. R. 653; 1899, 1 Q. B. 852) and *Bird* v. *Brown* (4 Exch. 786).

THE COURT (DARLING and CHANNELL, JJ.) affirmed the decision of the commissioner.

DARLING, J., in giving judgment, said the council had accepted the respondent's offer to supply certain goods for twelve months and there was consequently an obligation on the part of the council to order from the respondent such of the goods included in his tender as they required, and they would not have been justified in treating the tender as a price list and going elsewhere for the goods. There was therefore a contract in which the respondent had an interest. As regards the resolution of the Finance Committee on the 19th of October, which was subsequently ratified by the council after the date of the respondent's nomination, he, the learned judge, was of opinion that such ratification could not put an end to the contract so as to affect the rights of electors and the other candidates, whether it did so or not as between the respondent and the corporation (see *Bird* v. *Brown*). It was not necessary to decide the third point which had been raised.

CHANNELL, J., concurred. Decision affirmed.—COUNSEL, *H. Terrell*, K.C., and *Coward*, K.C.; *Asquith*, K.C., *Ruegg*, K.C., and *S. H. Day*. SOLICITORS, *Ayrton, Biscoe, & Barclay*; *C. T. Courtney Lewis*, for *W. Langley-Smith*, Gloucester.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

VIGERS BROTHERS *v.* **SANDERSON BROTHERS.** Bigham, J. 1st March.

CONTRACT—SALE OF GOODS—REJECTION—PASSING OF PROPERTY.

This action was tried in the Commercial Court by Bigham, J., without a jury. The plaintiffs claimed to recover the price of goods sold to the defendants, or, alternatively, damages for non-acceptance. By two contracts dated respectively the 23rd of November and the 16th of December, 1899, the plaintiffs sold to the defendants two parcels of sawn laths, to be shipped at Worsa for Hull, of "about the specification stated below." The contracts contained provisions to the following effect: Ship room to be provided by the defendants; payment to be made by cash or bills against documents; the property on the goods was to be deemed for all purposes, except vendor's lien, to have passed to the buyers when goods put on board; and if any dispute arose under the stipulations of the contracts, buyers were not to reject any of the goods nor refuse acceptance of the drafts, but the dispute was to be referred to arbitrators, whose award was to be final. The specification in the first contract was for laths of lengths varying from 2½ft. to 4½ft., and in the second contract lengths varying from 2ft. to 4½ft, but not more than 3 per cent. of 2ft. Two parcels of laths were shipped, the one under the earlier contract contained 33 per cent. of laths 5ft. long, and the shipment under the later contract contained about 60 per cent. of 2ft. laths. The defendants rejected the goods and refused to accept the drafts The plaintiffs contended that the defendants were not entitled to reject the goods, but must take them subject to an allowance for any loss due to the failure to comply with the specifications. Evidence was given on behalf of the defendants that 2ft. laths are practically worthless and that 5ft. laths are difficult to dispose of in large quantities

BIGHAM, J., gave judgment for the defendants. He said that neither shipment could be regarded as, in any sense, a compliance with the contract unless the clause as to non-rejection was sufficient to make it so. The plaintiffs said that it was competent for them to disregard the specification altogether and to ship laths of any lengths, even of lengths wholly outside the specification. They relied on the words "should any dispute arise, buyers shall not reject any of the goods." His lordship was not disposed to give to the words the meaning contended for. It was not the meaning which the parties ever intended should be put upon them, and it was a meaning which might, and in the present case would, have the effect of forcing the buyer to take goods which did not in any sense represent what he wished to buy. The main object of the contracts was to effect a sale and to secure a delivery of two parcels of goods commercially within the description in the specifications. The clauses of the contracts must be read and interpreted consistently with that main object, and not so as to destroy it. The meaning of the clause as to non-rejection was this: In a business of the kind in question there was almost necessarily some departure from the strict figure of the specification, and the departure might be such as to make it doubtful whether the shipper had adhered sufficiently closely to the stipulation that the goods should be of "about" the specification lengths. In such a case the non-rejection clause came into operation. But it did not operate so as to force the buyer to take goods which were neither within nor about the specifications, nor commercially within its meaning. It was further contended by the plaintiffs that by the terms of the contract the property in the goods had passed on shipment, or, in the alternative, that the property had passed by reason of the defendants having accepted the goods by receiving them on board their ship, and that therefore the defendants must keep the goods and be satisfied with an allowance. There was nothing in either point. The provision in the contract as to the passing of the property only applied to a shipment of goods which came within the meaning of the contracts, and not to any others. The receipt of the goods by the captain was no acceptance of the goods as a delivery under the contract. The captain was only an agent to receive the goods for the purpose of carriage, and not to accept delivery under the contract. Judgment for the defendants.—COUNSEL, *Robson*, K.C., and *Lochnis*; *Scrutton*, K.C., and *F. D. Mackinnon*. SOLICITORS, *Trinder, Capron, & Co.*; *Pritchard & Sons*, for *A. M. Jackson & Co.*, Hull.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAW SOCIETIES.

THE SHEFFIELD AND DISTRICT ASSOCIATION OF LEGAL ASSISTANTS.

The first general meeting of the above association was held in the Law Society's Rooms, Sheffield, on the 13th ult., Mr. J. Barnes in the chair. The proposed rules were considered and adopted.

Mr. Arthur Hibbert moved a resolution that the following gentlemen be the committee for the year: Messrs. Barnes, Keer, Maxfield, Jessop, Glenn, Bingham, Hobbis, Marshall, Mount, Nodder, Parker, and Willicombe. Mr. J. T. Beale seconded the resolution, which was carried unanimously.

Mr. John Maxfield was elected treasurer of the association, on the proposition of Mr. Nodder, seconded by Mr. Mount.

Mr. Parsons moved that Mr. Arthur Hibbert be appointed members' auditor, and this was seconded by Mr George Shepherd.

Classes have been arranged to be held on Wednesday evenings at the Law Society's Rooms, at 7 o'clock, by Mr. E. M. Keer; subject, "Litigation." Mr. J. Barnes at 8 p.m.; subject, "Law of Real Property."

The movement to form a National Institute, which originated in Sheffield, is progressing, and Liverpool has followed unanimously. Other towns are forming associations—viz., Blackburn, York, Bradford, Bristol, and Devonport The secretary will be glad to hear from any solicitors' clerks in any other town desirous of joining the movement. His address is 5, Bute-street, Crookes, Sheffield.

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The twentieth annual meeting of this society was held at the Town Hall, Chester, on Friday, the 22nd of February, 1901, Mr. JNO. H. COOKE (Winsford), president, in the chair.

A vote of condolence with King Edward VII., his Consort Queen Alexandra, and the members of the Royal Family, and of loyalty to the Throne was passed.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year: Mr. F. W. Sharpe, of Chester, elected president; Mr. J. Parry Jones, of Denbigh, vice-president; Mr. F. B. Mason, of Chester, re-elected hon. treasurer; and Mr. R. Farmer, of Chester, re-elected hon. secretary.

The following gentlemen are the committee for the year: Messrs. F. E. Roberts, N. A. Ernest Way, and H. Taylor, all of Chester; Jno. H. Cooke, of Winsford; R. S. Chamberlain, of Llandudno; C. H. Pedley, of Crewe; J. Hopley Pierce, of Wrexham; Edgar J. Swayne, of Denbigh; and E. Ffoulkes Jones, of Llangollen

Messrs. C. P. Douglas and E. S. Giles, both of Chester, were re-elected auditors.

The following are extracts from the report of the committee:

Members.—The society now numbers 154 members.

Estate Duty.—The committee requests that any member who has been put to inconvenience in completing a sale of real property owing to difficulty in obtaining a certificate of payment of estate duty, will send particulars to the secretary. The following are the chief points upon which information will be useful: (1) Date when certificate under section 11 applied for; (2) date when received; (3) date of completion of purchase; (4) whether purchase completed on personal undertaking being given by vendor's solicitor or some other person.

Free Conveyances.—The attention of the committee having been called to an advertisement by members of the society of a sale by auction offering free conveyances, the committee forwarded to the solicitors in question a copy of the following resolution passed at the annual meeting in February, 1894: "That the practice of advertising property for sale by auction with free conveyances is to be deprecated on the ground of public policy and professional etiquette." The solicitors expressed surprise at the action of the committee, pointing out that the sale was under the order of the court—no mention of this fact appeared in the advertisement—and that the conditions had been settled in the chambers of the judge. They also called attention to published opinions of the Incorporated Law Society (U.K.), which they considered to be in conflict with the above resolution. Under these circumstances the committee desire to bring the subject before the annual meeting.

Costs before Action.—At the request of a member of the society the committee recorded their opinion that in all cases where a person is obliged to consult a solicitor in order to obtain redress for a wrong or payment of a just claim, a demand for reasonable costs by the solicitor from the offending party is justifiable.

Conditions of Sale.—The Inland Revenue authorities having refused to stamp contracts for sale incorporating the society's public conditions of sale unless condition No. 9 as to unstamped documents had been first struck out, the committee issued a circular to members advising them to use adhesive stamps in such cases.

Costs in Criminal Cases at Quarter Sessions.—The committee have obtained copies of the scales in force in the counties and boroughs within the society's district, and these have been referred to several members having special experience of the subject for their comments and advice

Incorporated Law Society (U.K.).—Your committee record with pleasure that your president was in October last elected an extraordinary member of the Council, and they are glad to learn that he has been able to attend four meetings. Your committee have had under consideration the question of the payment in future of the personal expenses of the president, vice-president, or hon. secretary attending the annual provincial meetings of the above society. It seems to be of great importance that the tone of the annual provincial meetings of the Incorporated Law Society should be maintained, and it is also advantageous to this society that it should be kept in close touch with the chief society. It appears to be the practice of the Liverpool, Manchester, and several other large provincial societies, to pay such expenses to a limited amount, and inasmuch as our society now ranks as one of the large societies, the committee will be glad to have the opinion of the members of the society on this question. The committee further wish to hear the views of the members of the society on the question of the purchase or presentation of a pendant or badge of office, to be worn by the president for the time being. The presidents of several provincial societies wear such badges, and if your president is to attend in his official capacity at meetings and receptions in various parts of England, it seems to your committee that it is only honouring the office which you ask him to accept to make some provision whereby he shall be distinguished as such. The committee remark that in the notices which are received from the town in which the annual provincial meeting of the Incorporated Law Society is held, there is generally a request that "presidents are requested to wear their badges."

South African War.—In view of the patriotism which has been displayed throughout the Empire it has been thought that it would be interesting to obtain information as to solicitors and their articled or other clerks from the society's district who have volunteered and gone to the front. Accordingly an inquiry was addressed to each member, and the following is the result:—

Solicitors: Thomas Mann Keene (Captain), Mold, Service Company of Volunteers, 23rd Royal Welsh Fusiliers; R. Gordon Roberts, Carnarvon, 30th (Pembrokeshire) Company Imperial Yeomanry.

Articled Clerks: J. K. Cooke (Inter. LL.B. London) and H. P. Rigby, articled to the president, 22nd (Cheshire) Company Imperial Yeomanry; C. L. Poyser, articled to Mr. H. A. Poyser, 31st (Montgomeryshire) Company Imperial Yeomanry; Wm. Hatherley Jones (Lieutenant), articled to Mr R. Bromley, Volunteer Company Royal Welsh Fusiliers.

Other Clerks: Edward Gwindy Jones, clerk to Messrs. Gamlin & Williams, Volunteer Company Royal Welsh Fusiliers; Herbert Parry (died of enteric at Johannesburg on the 30th of June, 1900), clerk to Mr. T. W. Hughes, 2nd Battalion Royal Welsh Fusiliers.

Mr. Charles Kelly, son of the late Mr. T. T. Kelly, is now on his way to join General Baden-Powell's Police Force.

LIVERPOOL AND DISTRICT ASSOCIATION OF LEGAL ASSISTANTS.

Mr. Justice Bigham delivered an inaugural address to this association on Wednesday, the 20th of February.

Mr. Arthur S. Mather (president of the society), on taking the chair, said the association had been formed within the past few weeks by the legal assistants of the district to improve their position, to advance their education, and to help each other. It was the desire of the Law Society and of the whole of the solicitors of Liverpool to wish the new association "God-speed." He had to introduce to them to deliver the inaugural address one who was not only distinguished as a lawyer and a judge, but who was, moreover, a true Liverpool man—always willing to do his best for his native city and for the profession therein.

Mr. Justice Bigham, who was most cordially greeted, said he received with pleasure the invitation from their secretary (Mr. D. R. Middleton) to deliver this address. He owed a great deal of his own success in life to the kindness and assistance which in his early days at the bar he received from legal assistants; he preferred to call them law clerks. In those days there was scarcely a solicitor with whom he could claim acquaintance, and the little work which he had came indirectly from Liverpool, and it used to be delivered at his chambers by the law clerks of the then great agency firms in London. He saw no solicitors, he saw simply their clerks. In the course of thirty years' experience he had discovered how useful law clerks were in the profession of which they formed a large and important part. The gentlemen in the position of law clerks were, indeed, as much a part of his own profession as were members of the bar and the solicitors. He did not believe that any association was needed for the moral improvement of law clerks; he knew them to be as honourable a class of men as those of any other profession in the kingdom. There was, however, a large amount of work before the association in conducting classes and debates, and in promoting the welfare of the members in various other directions. He proceeded to give some admirable advice and encouragement to the members, especially reminding the young men that they belonged to a class from which had sprung some of the brightest ornaments of the bench. He learned that the association had already 250 members; he hoped soon to hear of an increase to 500. In conclusion, he said he hoped to have the pleasure of again addressing the association and of receiving an account of its good work for the members and for the whole profession.

On the motion of Mr. W. T. Colgan (chairman of the committee), seconded by Mr. C. E Stevens, Mr. Justice Bigham was cordially thanked for his address.

In response, Mr. Justice Bigham said he delighted to come to Liverpool. He moved a vote of thanks to Mr. Mather, which was seconded by Mr. D. R. Middleton, and carried, Mr. Mather assuring the members that he had the interest of the association at heart.

The first lecture, which was held on Thursday last, was attended by upwards of 130 members.

BIRMINGHAM INCORPORATED LAW SOCIETY.

The annual meeting of the Birmingham Law Society was held on the 27th ult. In moving the adoption of the annual report, the President, Mr. JOSEPH ANSELL, remarked that a great deal had been said in relation to the misconduct of members of their profession, and particularly of three or four London solicitors who had been found guilty of very considerable frauds. The attention of the Incorporated Law Society had been drawn to the matter, and a committee had been appointed, which included representatives of some of the large cities, to consider it. Various suggestions had been made to that committee, some of them rather curious as to the precautions to be taken to protect the public against such frauds. The *Times* on the 26th of January suggested that it might be possible for the highest class of solicitors to refuse to take securities on deposit, while those who did so should insist upon their clients inspecting all securities. He imagined that it was the common practice in a great number of solicitors' offices, at least in Birmingham, to suggest this. He had suggested hundreds and hundreds of times to clients, that they should inspect the securities upon which money was to be advanced, and should supplement the calculation by their own judgment, and that the client should attend himself, see the mortgagor, witness the money advanced, and take the deeds away. If the general public would themselves exercise some little care in this direction he did not hesitate to say that the frauds which had been committed would be rendered almost impossible. Further, it was not the practice in Birmingham or in other provincial centres to walk into a solicitor's office, lay down £10,000 or £20,000, and coolly leave it to the solicitor to find an investment. His experience of Birmingham clients was quite the other way. They wanted to know how the money was to be invested, and exercised their own judgment. Very often they left the deeds with the solicitor, but the great majority took them away with them, and very wisely too. A further suggestion was that a separate banking account should be kept for clients' money, but that was no real security in itself as was shewn in one or two of the cases that had come before the courts. Still, when a solicitor was pressed for money he would in such a case be met on the very threshold with the consideration

whether he could with propriety use for himself money so set apart. The state of things complained of was mainly attributable to speculation and extravagance in living, speculation in particular. Extravagance in living had its share, but he thought the state of things which had prevailed in London was utterly impossible in a city like Birmingham, where everybody knew everybody else. In the provinces there was a keener eye kept upon the solicitor than was generally imagined. But how many of them knew anything of the inner life of the London agent or the London lawyer of any kind? Mr Justice Wills, who was a Birmingham man, and knew something of the ways of the provinces, hit the right nail on the head when in delivering judgment in the Greenfield case he gave an emphatic warning against the impropriety of mixing up clients' moneys with the moneys of the solicitor unless the latter were in such a condition financially that at any moment any sum he owed to a client or to all his clients would be forthcoming at once.

Mr. SHIRLEY SMITH, in seconding the motion, said that their committee had taken views which were right, and which, he thought, would impress themselves upon the general public.

Mr. C. E. MATHEWS, as one of the oldest members of the profession in Birmingham, expressed the opinion that a good deal of what had been said as to the mixing up of clients' and solicitors' moneys was the most absolute rubbish that ever was suggested to a reasonable body of men. Suppose that he had taken out a writ for £100, and that he received the £100 with three guineas for costs. Was he to send the cheque back in order that the money might be divided? Or if there were an arbitration, and he received a cheque covering the amount of the award with £30 for costs, what was he to do? Was there any other conceivable method of dealing with the money in either case than to pay it into his own account and send without delay a cheque for the amount due to the client? With regard to trust accounts it was very different. He never kept a trust account at his own bankers', but had a separate banking account for every trust account, and sent an account in every year with a memorandum stating that the securities were in his office at the order of the persons interested. But in fourty-four years he had only had one client who had taken the trouble to examine his securities. On one point he should like to see the law altered. As a rule when a client was robbed it was entirely his own fault, but when there was more than one trustee, and only one survived, the client might be at the mercy of that trustee. Therefore he should like it to be laid down by the Legislature that no transaction with regard to a trust, will, or settlement should be valid upon the signature of a single trustee

Mr. GROSVENOR LEE, referring to the suggestion that everybody should be recommended to keep his own deeds, said that this would be possible in the case of a man of business, but private clients often had not the means of keeping deeds safe and dry that a solicitor had. There were very many cases in which it was better that the solicitor should have the custody of the deeds. How, for instance, could they deal with a case in which there were trustees? Clients should take care to see what documents were held by the solicitor, but he had seen many difficulties arising out of clients holding the deeds themselves.

The report was adopted, and the committee having been elected, the meeting closed with a vote of thanks to the president.

UNITED LAW SOCIETY.

March 4.—Mr E F. Spence in the chair.—Mr. A. H. Richardson (in place of Mr. F. M. Guedalla), moved: "That this society should inaugurate the new century by permitting each member attending the annual dinner to be accompanied by one lady, and that it be an instruction to the committee to frame such regulations on the subject as may seem to them desirable." After discussion the motion was put to the vote, when it was rejected, there being only one vote in favour of it. A debate was then held on the motion "That a trustee who, as trustee, holds shares qualifying him for a directorship, cannot retain the fees earned by him as such director," Mr. R. D. Workman being the opener, Mr. A. C. Nesbitt opposed. There also spoke: Messrs. N. Tebbutt, E. F. Spence, C. H. Kirby, and J. W. Weigall. The motion was lost by nine votes.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. WILLIAM BARSTOW, of Halifax, solicitor' on the 3rd inst., at the age of seventy-one years. He was admitted in 1854 and had practised for forty-six years in Halifax, having latterly carried on business in partnership with Mr. Walter Midgley. On the death of Mr. George Dyson, about a quarter of a century ago, Mr. Barstow became coroner for the county of York and Honor of Pontefract. In 1890 he was president of the Halifax Incorporated Law Society. He was a magistrate for the borough of Halifax.

APPOINTMENT.

Mr. WILLIAM PICKFORD, K.C., has been appointed Recorder of Oldham in the place of the late Mr. G. X. Segar.

GENERAL.

Mr. Justice Murphy, of the Irish High Court, is lying seriously ill at his residence in Dublin.

The Lord Chief Justice will preside at the sixty-ninth annual dinner of the United Law Clerks' Society, which will be held at the Hotel Cecil on Tuesday, the 21st of May next.

The *Morning Post* understands that the Chief Justiceship of the Transvaal Colony has been offered to and accepted by the Hon. J. Rose-Innes, K.C., at present Attorney-General in the Cape Colony.

Mr. Justice Bigham is stated to have remarked on Friday in last week that he wished solicitors would let the associate know when cases were settled. In the Commercial List, which was to be taken after summonses, he should have practically nothing to try.

Whilst trying a prisoner at a recent assize in Wales, says the *St. James's Gazette*, Mr. Justice Mathew noticed that the jury appeared listless and bored Suspecting the cause, he asked that those of the jury who did not understand English should hold up their hands. Eight hands were promptly raised aloft, and the trial was recommenced.

At the Guildhall, on Friday in last week, Sir Forrest Fulton, Recorder of London, presented a testimonial in the presence of a large number of the subscribers to Mr. Christopher Fitch on his retirement, after fifty years' service, from the office of Serjeant-at-Mace of the Mayor's Court. In making the presentation, the recorder said that Mr. Fitch, who was one of the oldest officers of the corporation, had occupied the office of Serjeant-at-Mace under six recorders, beginning with the late Mr. Euan Law.

The death is announced of Mr. W. M. Evarts, the eminent United States counsel and politician. After graduating in 1837, he read law at Harvard, and after his admission practised at the New York bar. In 1849, when Mr. J. Prescott Hall, his partner, was appointed District Attorney, Mr. Evarts became his deputy. He conducted the proceedings in the case of the "Cleopatra Expedition," the object of which was to make a raid on Cuba and incite the inhabitants to revolt; and in the Lemmon slave case, not very long afterwards, Mr. Evarts appeared for the State of New York, and successfully maintained the freedom of a cargo of slaves which had come within the jurisdiction of the State of New York on their way to Texas. In two will cases, also, which aroused great public interest at the time, Mr. Evarts increased his reputation.

The annual meeting of the Metropolitan Discharged Prisoners' Aid Society was held on the 28th ult. the Lord Chief Justice in the chair. The financial statement shewed the amount received to be £696, and the expenditure to leave a balance of £27 in hand. In moving the adoption of the report and accounts, the Lord Chief Justice said he thought the statement in the report that only about 25 per cent. of the cases dealt with from Pentonville had been failures was very satisfactory when all the circumstances were considered. In reply to Mr. Justice Bucknill, the secretary stated that of the cases successfully dealt with, work was actually found by the society for 579 discharged prisoners, exclusive of those replaced with former employers. Mr. Justice Bucknill said he thought this fact was highly satisfactory.

An indictment was, says the *Times*, preferred before the grand jury at the Hereford Assizes on the 25th ult., in the case of *Rex* v. *Price*, in circumstances of rare, if not unprecedented, occurrence; inasmuch as this same defendant, upon the same charge, and with just the same evidence, neither more nor less, against him, had been committed for trial to the last quarter sessions for the county, and had then had the bill against him ignored. In the interval the magistrates had again sent him for trial, but this time to the assizes, and granted him bail. Mr. Justice Wright, in now charging the grand jury, spoke of this proceeding, and said that it was strange, and might, unless explained, seem harsh; but it was his duty to tell them that there was nothing contrary to law in it and they must inquire into the case and not regard it as in any way concluded by the finding of the former grand jury, and if a different finding were now arrived at, the result need not be taken as in any sense disrespectful or discourteous to the grand jurors of the sessions. The grand jury found a true bill, and Mr. Justice Wright sentenced him to three weeks' imprisonment in the second division. It appeared that the committing magistrates had written to the learned judge a letter explaining the reasons which induced them to commit the prisoner a second time to take his trial.

Mr. Justice Grantham, writing to the *Times* on the modifications of sentences to death made by the old judges at the Sussex Assizes, says: In 1695 Baron Ward condemned four men and one woman to be hanged, yet not one was hanged, but all were reprieved and assigned for transportation. In 1710, at East Grinstead, W. Longley and Samuel Kingston were convicted of burglaries, and sentenced to be hanged by Baron Bury, but were reprieved and assigned for transportation. In 1734, at East Grinstead, before Sir John Fortescue, Hannah Wood convicted of robbery from the person, Robert Bedford and William Woodman convicted of robbery on the highway, and three others of robbery, were sentenced to be severally hanged by the neck till they be dead; but the first was sent to transportation for life, the next two for fourteen years, and the last three for shorter periods. In 1752, at Lewes, Lord Mansfield, after sentencing to death, reprieved and sent for transportation Richard Rutley. In 1776, Sir William Blackstone, at East Grinstead, sentenced to death J. Atwell for stealing £13 and a black gelding, but reduced it to fourteen years' transportation. In 1777, at Lewes, before Sir Henry Gould, Philip Genden was convicted of the murder of Henry Bonner, and sentenced to be hanged, and his body to be dissected and anatomized, but he was reprieved during pleasure. And at the same assizes Thomas Seal and Thomas Wait, for horse-stealing, after sentence to death, were transported for seven years. In 1803 Lord Ellenborough, at Lewes, sentenced to death Samuel Bridger and George Friday for stealing £20; the first he commuted to two years in the House of Correction, and the second to one year. These sentences, he remarks, shew, I think, that the judges of those days tried to exercise real discretion in the actual punishment inflicted, in the same way that the judges of to-day do.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, March.....11	Mr. Jackson	Mr. Godfrey	Mr. Church	Mr. King
Tuesday 12	Pemberton	Leach	Greswell	Farmer
Wednesday.....13	Farmer	Godfrey	Church	King
Thursday.....14	King	Leach	Greswell	Farmer
Friday 15	Greswell	Godfrey	Church	King
Saturday 16	Church	Leach	Greswell	Farmer

Date.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Monday, March.....11	Mr. Lavie	Mr. Pugh	Mr. Pemberton	Mr. Carrington
Tuesday 12	Carrington	Beal	Jackson	Lavie
Wednesday 13	Lavie	Pugh	Pemberton	Beal
Thursday.....14	Carrington	Beal	Jackson	Pugh
Friday 15	Lavie	Pugh	Pemberton	Leach
Saturday 16	Carrington	Beal	Jackson	Godfrey

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 14.—Messrs. MABLER & MABLER, at the Mart, at 2:—Belgravia: Two Freehold Ground-rents, amounting to £347 11s. 9d. per annum, secured by two modern built, fashionably-situate Family Residences, let at rentals now aggregating £850 per annum. Solicitors, Messrs. Broughton, Nocton, & Broughton, London. (See advertisement, this week, p. 4.)

March 14.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—Snaresbrook: A Detched Freehold Residence, with good gardens and vacant possession, near station (G.E.R.). Solicitors, Messrs. Edwards & Son, London. (See advertisements, March 2, p. 6.)

March 15.—Messrs. E. & S. SMITH, at the Mart, at 2:—Corner Residence, No. 67, Myddelton-square, near Angel and King's Cross: let at £60 per annum. Also the family Residence, 10, Amwell-street, Claremont-square, near Pentonville-road; let at £60 per annum. Solicitors, Messrs. Jaques & Co., London. (See advertisements, this week, p. 4.)

RESULT OF SALE.

REVERSIONS, LIFE POLICIES, BREWERY DEBENTURES, SHARES, &c.

Messrs. H. E. FOSTER & CRANFIELD held a most successful sale of the above Interests at the Mart, E.C., on Thursday last. The following were among the Lots sold, the total being between £20,000 and £30,000:

		£
REVERSIONS:		
To One-half of £3,000; life 79	Sold	1,010
Absolute to about £4,467; life 68	"	2,650
Absolute to One-third of £7,650; life 67...	"	1,350
Absolute to One-sixth of £2,542; life 64	"	220
Absolute to One-Third of £7,180; life 49	"	840
Absolute to One-fifth of Freeholds and Leaseholds producing £218 per annum. Also Interest in Possession in One-fifth of Property producing £400 per annum; life 56	"	1,420
PERPETUAL FEE FARM RENT of £30 per annum	"	730
LIFE POLICIES:		
For £1,500; life 47	"	220
For £500; life 65	"	400
For £1,000; life 65	"	775
For £500; life 79	"	690
For £500; life 79	"	540

BREWERY DEBENTURES, &c.: A large block of Debentures in Watney, Combe, Reid, & Co., Limited, and other Breweries, was sold after keen competition.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBERT COURT ESTATE CO, LIMITED—Petn for winding up, presented Feb 27, directed to be heard on March 14. Jackson, Outer Temple, Strand, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 13

BANBURY WOOLLEN TWEED CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph Braithwaite Childe, Market st, Bradford, Yorks. Fairfax, Banbury, solor to liquidator

BILLIARDS PUBLISHING CO, LIMITED—Petn for winding up, presented Feb 25, directed to be heard on March 13. Attenborough, 18, Piccadilly, solor for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 12

BROOMHILL COAL CO, LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Hugh Andrews, 10, Dean st, Newcastle-on-Tyne. Armstrong & Sons, Newcastle on Tyne, solors to liquidator

BROOMHILL SHIPPING CO, LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Hugh Andrews, 10, Dean st, Newcastle on Tyne. Armstrong & Sons, Newcastle on Tyne, solors to liquidator

HARDINGS, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Sydney Hodsoll, 144, Leadenhall st

HIGH PEAK AND COMBS FARMERS ASSOCIATION, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Walter Hobson, Bank chmbrs, Chapel en le Frith, Derby

HOLROYDS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Adgie, jun, 92, Albion st, Leeds. Lupton & Fawcett, solors to liquidator

JOHN KITSON & SONS, LIMITED—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to Tyas Armitage Hardwick, 2, Mann's ct, Kirkgate, Bradford. Mossman & Co, Bradford, solors for liquidator

LANDS AND QUARRIES, LIMITED—Creditors are required, on or before April 1, to send in their names and addresses, and the particulars of their debts or claims, to Charles Matcham, 44, High st, Bristol

LONDON MALT SUGAR WORKS, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Steadman & Van Praagh, 23, Old Broad st, solors for liquidator

MIDLAND COLLAR CO, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to William Thomas, 88, Colmore rd, Birmingham

OREGON AND MINES DEVELOPMENT CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to D. C Defries and Robert Logan, 15, Great St. Helen's

PIKE BROTHERS & HOLE, LIMITED—Petn for winding up, presented Feb 25, directed to be heard on March 13. Godfrey & Webb, 4 and 5, West Smithfield, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 12

YORKSHIRE BUILDING TRADES EXCHANGES EMPLOYERS' LIABILITY INSURANCE CO, LIMITED—Creditors are required, on or before March 28, to send their names and addresses, and full particulars of their debts or claims, to Henry Frederick Hartman, Darley st, Bradford. Farrar & Crowther, Bradford, solors for liquidator

London Gazette.—TUESDAY, March 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CYCLE RAILWAYS LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Frank Croke, 71, Temple row, Birmingham. Forsyth & Co, Birmingham, solors to the liquidator

FANTI SYNDICATE, LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Joseph Benjamin Pengelly, 23, St Swithin's lane. Ingle & Co, Broad st House, solors for the liquidator

GIBRALTAR CONSOLIDATED GOLD MINES, LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and particulars of their debts or claims, to William Frederick Garland, 6, Queen st pl. Ashurst & Co, Throgmorton av, solors for the liquidator

GRAPE VINEGAR CO, LIMITED—Petn for winding up, presented Feb 28, directed to be heard March 14. Linklater & Co, 2, Bond ct. Walbrook, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 13

KOREEZE PATENT BOTTLE STOPPER CO, LIMITED—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Thomas Greenhalgh, 4, Queen's chmbrs, Coronation st, Blackpool

PAYTON & CO, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Howard Forester Knight, 17, Devonshire chmbrs, Bishopsgate st Without

SOUTHAM HEMATITE CO, LIMITED—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts or claims, to Andrew Reed, 36, King st, Whitehaven. Brown & Co, Whitehaven, solors for liquidator

VALENTINE EXTRACT CO, LIMITED—Petn for winding up, presented Feb 28, directed to be heard March 14. Wilson & Co, 1, Copthall bldgs, solors for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Wednesday, March 13

VICTORIAN GOLD ESTATES, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate st Within

WILKINSON & CO, LIMITED.—Creditors are required, on or before April 18, to send their names and apdresses, and particulars of their debts or claims, to Frederick Augustus Hargreaves, 7, Grimshaw st, Burnley Procter & Baldwin, Burnley, solors

FRIENDLY SOCIETIES DISSOLVED.

CATHOLIC PHILANTHROPIC FRIENDLY SOCIETY, Locomotive Inn, Sutton, St Helens, Lancs Feb 19

HANSLOPE MUTUAL PROVIDENT FRIENDLY SOCIETY, Swan Inn, Hanslope, Stony Stratford, Buckingham. Feb 19

WESTGATE WARD CONSERVATIVE CLUB MUTUAL ASSISTANCE SOCIETY, Ipswich Conservative Club, Bramford rd, Ipswich. Feb 21

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 1.

RECEIVING ORDERS.

AINSWORTH, ALBERT ROBERT, Middlesborough, Yorks, Tailor Middlesborough Pet Feb 26 Ord Feb 26

ALLEN, GEORGE, Piccadilly, Newsvendor High Court Pet Jan 29 Ord Feb 26

ANTHONY, ISAAC, Llanarthney, Carmarthens Carmarthen Pet Feb 25 Ord Feb 25

ASHBY, WILLIAM, WILLIAM PERCY ASHBY, and FREDERICK SYDNEY ASHBY, Leicester, Boot Manufacturers Leicester Pet Feb 16 Ord Feb 27

BAILEY, JESSE JOHN, Port Talbot, Glam, Iron Merchant Neath Pet Feb 25 Ord Feb 25

BARHAM, HERBERT, Hitchin, Hertford, Engineer Luton Pet Feb 27 Ord Feb 27

BARRETT, FREDERICK WILLIAM, Wivenhoe, Essex, Builder Colchester Pet Feb 26 Ord Feb 26

BARTLETT, EVAN, Leicester, Carter Leicester Pet Feb 28 Ord Feb 26

BETTESWORTH, CHARLES C, Willesden Park, Builder High Court Pet Feb 9 Ord Feb 25

BOOTHMAN, THOMAS, Savile Town, Dewsbury, Commission Agent Dewsbury Pet Feb 26 Ord Feb 26

BROWN, SAVILL, & CO, Fenchurch st, East India Merchan's High Court Pet Feb 6 Ord Feb 26

CLARKE, GEORGE WILLIAM, Aylsham, Norfolk, Draper Norwich Pet Feb 13 Ord Feb 25

COCKIN, BEN, Huddersfield, Packing Manufacturer Huddersfield Pet Feb 20 Ord Feb 21

COLLINGS, HARRY AUGUSTUS, Exeter, Cab Proprietor Exeter Pet Feb 27 Ord Feb 27

COLLINS, JAMES RICHARD, West Hartlepool, Drug Store Proprietor Sunderland Pet Feb 26 Ord Feb 26

CRAWFORD, ROBERT, Bradford, Stuff Manufacturer Bradford Pet Feb 27 Ord Feb 27

DAVIES, GEORGE, Windsor, Furnishing Ironmonger Windsor Pet Feb 25 Ord Feb 25

DAVIES, REES, Pentrechwyth, Swansea, Builder Swansea Pet Feb 26 Ord Feb 26

DE BOROH, ULICK JOHN RUPERT, Piccadilly High Court Pet Feb 1 Ord Feb 26

EMSLEY, GEORGE BREARLEY, Baildon, Yorks, Wool Buyer Leeds Pet Feb 25 Ord Feb 25

EVANS, WILLIAM DANIEL, Blaina, Mon, Blacksmith Tredegar Pet Feb 24 Ord Feb 26

GILL, THOMAS, Exeter, Timber Haulier Exeter Pet Feb 25 Ord Feb 25

GOLLOP, RALPH JOSEPHUS, Yeovil, Somerset Yeovil Pet Feb 15 Ord Feb 27

GREENHILL, CHARLES WHEATLEY, Bradford, General Ironmonger Bradford Pet Feb 26 Ord Feb 26

HACKNEY, W F, Earlsfield, Chemist Wandsworth Pet Feb 21 Ord Feb 23

HARVEY, GEORGE, Sowton, Devon, Farmer Exeter Pet Feb 25 Ord Feb 26

HULLEY, ARTHUR, Lichfield, Staffs, Hatter Walsall Pet Feb 26 Ord Feb 26

KEANE, WALTER, Leeds, Grocer Leeds Pet Feb 27 Ord Feb 27

LEACH, RICHARD, Hornchurch, Essex, Jeweller High Court Pet Feb 25 Ord Feb 25

LYONS, LEONARD, Leman st, Certificated Bailiff High Court Ord Feb 23

MACK, HERMAN OTTO, Victoria st, Westminster, Merchant High Court Pet Feb 8 Ord Feb 27
MACKEY, JAMES, Saltaire, Yorks, Restaurant Proprietor Bradford Pet Feb 14 Ord Feb 27
MARTIN, JOHN, Stockton on Tees, Tailor Stockton on Tees Pet Feb 26 Ord Feb 26
MILLER, JOHN T, Liverpool, Estate Agent Liverpool Pet Feb 12 Ord Feb 26
MORGAN, WILLIAM, Hounslow, Stonemason Brentford Pet Feb 26 Ord Feb 26
NICHOLLS, HENRY Upper Norwood, Ironmonger Croydon Pet Feb 23 Ord Feb 23
PARKER, MARY ANN, Tottenham High Court Pet Feb 27 Ord Feb 27
SHARMAN, ARTHUR WILLIAM, Gravesend, Licensed Victualler Rochester Pet Feb 8 Ord Feb 25
SLATER, JOHN, Oldbury, Worcester, Coal Dealer West Bromwich Pet Feb 24 Ord Feb 26
SMITH, THOMAS, Perry Bar, Staffs, Collier Walsall Pet Feb 22 Ord Feb 22
SYKES, ALLEN, Huddersfield, Hatter Huddersfield Pet Feb 22 Ord Feb 22
WALTON, HENRY, Leicester, Butcher Leicester Pet Feb 23 Ord Feb 26
WHARFE, BENJAMIN, Oldham, Farmer Oldham Pet Feb 25 Ord Feb 25
WHITING, FREDERICK WILLIAM, Frome, Somerset, Tailor Frome Pet Feb 24 Ord Feb 26
WILLIAMS, JAMES, Morriston, Swansea, Haulier Swansea Pet Feb 27 Ord Feb 27
WILLOUGHBY, THOMAS, Ilkeston, Derby, Gasworks Labourer Derby Pet Feb 25 Ord Feb 25
WILSON, EDWARD, Hyson Green, Nottingham, Watchmaker Nottingham Pet Feb 25 Ord Feb 25

FIRST MEETINGS.

ALLEN, GEORGE, Piccadilly, Newsvendor March 12 at 11 Bankruptcy bldgs, Carey st
ANTHONY, ISAAC, Llanarthney, Carmarthens March 9 at 11 Off Rec, 4, Queen st, Carmarthen
ASHBY, WILLIAM, WILLIAM PERCY ASHBY, and FREDERICK SYDNEY ASHBY, Leicester, Boot Manufacturers March 13 at 12.30 Off Rec, 1, Berridge st, Leicester
ASPRAY, ANNIE MARIA, Olney, Buckingham, Baker March 8 at 12 30 Off Rec, Bridge st, Northampton
BAKER CHARLES, Crudwell, Malmesbury, Wilts, Builder March 11 at 11.30 Off Rec, 32, Regent circus, Swindon
BETTSWORTH, CHARLES C, Willesden Park, Builder March 8 at 11 Bankruptcy bldgs, Carey st
BLACKBURN, PETER, Liverpool March 11 at 12 Off Rec, 35, Victoria st, Liverpool
BUCHANAN, ALEXANDER CONSTANTINE WALTER, Littlehampton, Hairdresser March 21 at 3 Off Rec, 4, Pavilion bldgs, Brighton
BUCKLEE, DAVID, Nuneaton, Baker March 11 at 12 17, Hertford st, Coventry
BURRITT, WILLIAM, Cleethorpes, Painter March 8 at 11 Off Rec, 15, Osborne st, Gt Grimsby
CLARKE, GEORGE WILLIAM, Aylsham, Norfolk, Draper March 8 at 3 Off Rec, 8 King st, Norwich
CLAYTON, CHARLES, Sheffield June 13 at 12 Off Rec, Figtree la, Sheffield
COCKIN, BEN, Huddersfield, Packing Manufacturer March 11 at 11 Off Rec, 19, John William st, Huddersfield
DAKERS, ROBERT, Sedgefield, Durham, Cancle Manufacturer March 13 at 3 Off Rec, 8, Albert rd, Middlesborough
DIXON, GEORGE, Oldham, Lance, Licensed Victualler March 12 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
EMSLEY, GEORGE BEARLEY, Baildon, Yorks, Wool Buyer March 8 at 11 Off Rec, 22, Park row, Leeds
FLETCHER, GEORGE FREDERICK, Macclesfield, Licensed Victualler March 8 at 11 Off Rec, 23, King Edward st, Macclesfield
GILL, THOMAS, Exeter, Timber Haulier March 14 at 10.30 Off Rec, 13, Bedford circus, Exeter
GREENHILL, CHARLES WHEATLEY, Bradford, General Ironmonger March 11 at 11 Off Rec, 31, Manor row, Bradford
GRIMSHAW, WILLIAM, and JOHN GRIMSHAW, Newchurch, Lancs, Builders March 19 at 11.15 Townhall, Rochdale
HALLAM, JOHN, Wymeswold, Leicesters, Cattle Dealer March 8 at 12 30 Off Rec, 1, Berridge st, Leicester
HARVEY, GEORGE, Sowton, Devons, Farmer March 14 at 10.30 Off Rec, 13, Bedford circus, Exeter
HODGSON, TOM, Darlington, Draper March 13 at 3 Off Rec, 8, Albert rd, Middlesborough
ICETON, JAMES, Darlington, Painter March 13 at 3 Off Rec, 8, Albert rd, Middlesborough
JONES, HENRY, Llandudno, Journeyman Joiner March 8 at 2 Station Hotel, Llandudno Junction
JONES, SAMUEL, Llangeler, Carmarthens, Labourer March 9 at 12.15 Off Rec, 4 Queen st, Carmarthen
KIRKHAM, THOMAS, Barrow in Furness, Plumber March 29 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
LEIGH, WILLIAM, Betchton, Cheshire, Farmer March 8 at 11.30 Off Rec, 23, King Edward st, Macclesfield
MATTHEWS, JOHN ANGRAVE HOMER, Horncastle, Lincs, Miller March 21 at 12 Off Rec, Lincoln
MCFETRICH, ARCHIBALD, Sunderland, Butcher March 8 at 3 Off Rec, 25, John st, Sunderland
MOWLEY, JOSEPH, Gt Yarmouth, Grocer March 9 at 1 Off Rec, 8, King st, Norwich
NICHOLLS, ALICE MAUD, Bromley, Corn Merchant March 8 at 11.30 24, Railway app, London Bridge
PARKER, THOMAS, and HARRY PERCIVAL GOLDTHORPE, Morecambe, Joiners March 8 at 2.30 Off Rec, 14, Chapel st, Preston
PERCIVAL, ELLEN, Liverpool, Boot Dealer March 11 at 2 Off Rec, 35 Victoria st, Liverpool
PHILLIPS, AMBROSE CALEB, Porton, Wilts, Bricklayer March 8 at 12 Off Rec, Endless st, Salisbury
PHILIPSON, JAMES, Kendal, Westmorland, Cycle Manufacturer March 9 at 12 Grosvenor Hotel, Stramongate, Kendal
ROBSON, WILLIAM, Oldham, Draper March 13 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
SHARMAN, ARTHUR WILLIAM, Gravesend, Licensed Victualler March 18 at 11.30 115, High st, Rochester
SPENCHLY, MARY ELIZABETH, Newark on Trent, Dressmaker March 8 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
SPIKINS, JAMES KIRTON, Boston, Lincs, Furniture Dealer March 14 at 12 15 Off Rec, 4 and 6, West st, Boston
STANING, GEORGE, Weston super Mare March 9 at 11 W H Tamlyn, High st, Bridgwater
SUNDERLAND, WILLIAM HENRY, Rochdale, Lancs, Commercial Traveller March 19 at 12 Townhall, Rochdale
SYKES, ALLEN, Huddersfield, Hatter March 12 at 11 Off Rec, 19, John William st, Huddersfield
THOMAS, ROBERT JONES, Llanerchymedd, Anglesey, Baker March 8 at 11 Ship Hotel, Bangor
TOON, GEORGE, Melbourne, Derbys, Market Gardener March 8 at 2 30 Off Rec, 17, Full st, Derby
TUSON, JAMES, Oldham, Shipmaker March 12 at 10 Off Rec, Bank chmbrs, Queen st, Oldham
WALLACE, ANDREW, Rothbury, Northumberland, Licensed Victualler March 8 at 11.30 Off Rec, 30, Moseley st, Newcastle on Tyne
WHARFE, BENJAMIN, Oldham, Farmer March 12 at 12 Off Rec, Bank chmbrs, Queen st, Oldham
WHITING, CHARLES, Whittington Moor, Derby, Showman March 8 at 3 Off Rec, 47, Full st, Derby
WILLIAMS, GEORGE, ROBERT WILLIAMS, and WESLEY DECIMUS MILLS WILLIAMS, Barrow in Furness, Lancs, Ironmongers
WILLIAMS, JOHN, Moss Side, nr Manchester, Pork Butcher March 8 at 3 Off Rec, Byrom st, Manchester
WILLIAMS, T H, Bristol March 15 at 3 Off Rec, 1, Berridge st, Leicester
WINTER, FREDERICK GEORGE, and ROBERT HEPTINTALL PEARSON, Gt Grimsby, Cycle Manufacturers Mar 8 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

ADJUDICATIONS.

AINSWORTH, ALBERT ROBERT, Middlesborough, Yorks, Tailor Middlesborough Pet Feb 23 Ord Feb 26
ALPASS, MILTON, Olveston, Glos, Farmer Bristol Pet Feb 18 Ord Feb 27
ANDERSON, DAVID T, Newcastle on Tyne, Tailor Newcastle on Tyne Pet Jan 25 Ord Feb 22
ANTHONY, ISAAC, Llanarthney, Carmarthens Carmarthen Pet Feb 25 Ord Feb 25
BAILEY, JESSE JOHN, Port Talbot, Glam, Iron Merchant Neath Pet Feb 25 Ord Feb 25
BARRETT, FREDERICK WILLIAM, Wivenhoe, Essex, Builder Colchester Pet Feb 26 Ord Feb 26
BARTLETT, EVAN, Leicester, Carter Leicester Pet Feb 26 Ord Feb 26
BENJAMIN, LEWIS and ERNEST BENJAMIN, Kentish Town High Court Pet Jan 19 Ord Feb 25
BOOTHMAN, THOMAS, Savile Town, Dewsbury, Commission Agent Dewsbury Pet Feb 26 Ord Feb 26
BROADRIBB, WILLIAM, Bristol, Fruiterer Bristol Pet Jan 26 Ord Feb 27
BURKE, JOHN, Bayswater, Entertainment Contractor High Court Pet Feb 12 Ord Feb 26
COCKIN, BEN, Huddersfield, Packing Manufacturer Huddersfield Pet Feb 20 Ord Feb 21
COLLINGS, HARRY AUGUSTUS, Exeter, Cab Proprietor Exeter Pet Feb 27 Ord Feb 27
COLLINS, JAMES RICHARD, West Hartlepool, Drug Store Proprietor Sunderland Pet Feb 26 Ord Feb 26
CRAWFORD, ROBERT, Bradford, Stuff Manufacturer Bradford Pet Feb 27 Ord Feb 27
DAVEY, EDWIN, Croydon, Builder Croydon Pet Feb 16 Ord Feb 21
DAVIES, GEORGE, Windsor, Furnishing Ironmonger Windsor Pet Feb 25 Ord Feb 25
DAVIES, REES, Pentrechwyth, Swansea, Builder Swansea Pet Feb 26 Ord Feb 26
EMSLEY, GEORGE BEARLEY, Baildon, Yorks, Wool Buyer Leeds Pet Feb 25 Ord Feb 25
EVANS, WILLIAM DANIEL, Blaina, Mon, Blacksmith Tredegar Pet Feb 26 Ord Feb 26
GILL, THOMAS, Exeter, Timber Haulier Exeter Pet Feb 25 Ord Feb 25
GREENHILL, CHARLES WHEATLEY, Bradford, General Ironmonger Bradford Pet Feb 26 Ord Feb 26
GWINNETT, WILLIAM, Wolverhampton, Engineer Wolverhampton Ord Feb 25
HARVEY, GEORGE, Sowton, Devon, Farmer Exeter Pet Feb 24 Ord Feb 26
HULLEY, ARTHUR, Lichfield, Staffs, Hatter Walsall Pet Feb 26 Ord Feb 26
JEWESBURY, ARTHUR ELLIOT, Kensington High Court Pet Jan 25 Ord Feb 26
KEANE, WALTER, Leeds, Grocer Leeds Pet Feb 27 Ord Feb 27
KLAUBNER, HYMAN, Spitalfields, Corn Merchant High Court Pet Jan 26 Ord Feb 26
LEACH, RICHARD, Hornchurch, Essex, Jeweller High Court Pet Feb 25 Ord Feb 25
LEVY, WOOLF, Kensington High Court Pet Jan 29 Ord Feb 26
MARTIN, JOHN, Stockton on Tees, Tailor Stockton on Tees Pet Feb 26 Ord Feb 26
PARKER, MARY ANN, Tottenham High Court Pet Feb 27 Ord Feb 27
PENNINGTON, EDWARD JOEL, and WILLIAM BAINES sen, Holborn viaduct, Engineers High Court Pet Oct 6 Ord Feb 20
PERCIVAL, ELLEN, Liverpool, Boot Dealer Liverpool Pet Feb 23 Ord Feb 26
SHARMAN, ARTHUR WILLIAM, Gravesend, Licensed Victualler Rochester Pet Feb 8 Ord Feb 25
SHARP, WILLIAM HENRY, Birmingham, Grocer Birmingham Pet Jan 19 Ord Feb 26
SLATER, JOHN, Oldbury, Worcester, Coal Dealer West Bromwich Pet Feb 26 Ord Feb 26
STANING, GEORGE, Weston super Mare Bridgwater Pet Feb 20 Ord Feb 25
STARTIN, CHARLES WILLIAMS, Rood la High Court Pet Jan 11 Ord Feb 25
SYKES, ALLEN, Huddersfield, Hatter Huddersfield Pet Feb 22 Ord Feb 22
WALL, ERNEST EDWARD, Birmingham, Fish Salesman Birmingham Pet Feb 19 Ord Feb 27
WALTON, HENRY, Leicester, Butcher Leicester Pet Feb 23 Ord Feb 26
WARD, BERNARD, and ERNEST GEORGE SAMPSON, Maidstone, Merchant Tailors Maidstone Pet Feb 16 Ord Feb 26
WHARFE, BENJAMIN, Oldham, Farmer Oldham Pet Feb 25 Ord Feb 25
WHITING, FREDERICK WILLIAM, Frome, Somerset, Tailor Frome Pet Feb 26 Ord Feb 26
WILLIAMS, JAMES, Morriston, Swansea, Haulier Swansea Pet Feb 27 Ord Feb 27
WILLOUGHBY, THOMAS, Ilkeston, Derby, Gas Works Labourer Derby Pet Feb 25 Ord Feb 25
WILSON, EDWARD, Nottingham, Watchmaker Nottingham Pet Feb 25 Ord Feb 25

Amended notice substituted for that published in the London Gazette of Feb 22:

JACKSON, HENRY, Dewsbury, Journeyman Basket Maker Dewsbury Pet Feb 7 Ord Feb 14

ADJUDICATION ANNULLED

BURN, ADAM, Barcombe av, Streatham hill Wandsworth Adjud Nov 12, 1900 Annul Feb 14, 1901

London Gazette.—TUESDAY, March 5.

RECEIVING ORDERS.

BAIRSTOW, JONATHAN, Halifax, Commission Agent Halifax Pet March 1 Ord March 1
BARKER, FARINI ARTHUR, Fulham rd, Dealer in Fancy Goods High Court Pet March 2 Ord March 2
BOAT, WILLIAM HENRY FREDERICK GEORGE, Leicester, Provision Merchant Leicester Pet Feb 28 Ord Feb 28
BRADDOCK, JOSEPH KIBBY, Marple, Cheshire, Draper Stockport Pet Feb 18 Ord Feb 28
BROUGH, FRANCIS, and JOHN HENRY BROUGH, Matlock Bath, Derby, Printers Derby Pet Feb 28 Ord Feb 28
BURN, WILLIAM, Headingley, Leeds, Jeweller Leeds Pet March 1 Ord March 1
BUXTON, JOHN HENRY, Hulme, Manchester, Colour Manufacturer Manchester Pet March 1 Ord March 1
CARTER, HARRY, Portslade by Sea, Sussex, Boot Dealer Brighton Pet March 1 Ord March 1
COUGHLAN, ETHEL, Bayswater High Court Pet Feb 27 Ord Feb 27
COUPLAND, ELIZABETH COLLON, Gt Grimsby Gt Grimsby Pet March 2 Ord March 2
CRAVEN, THOMAS, Pelton, Durham, Builder Durham Pet March 1 Ord March 1
FEAVERS, JOHN THOMAS, Halifax, Painter Halifax Pet March 1 Ord March 1
FOLWELL, ALBERT, Leicester, Baker Leicester Pet Feb 28 Ord Feb 28
GALBRAITH, ROBERT, Billiter st bldgs, Insurance Broker High Court Pet Feb 8 Ord March 1
GALLIENNE, JOHN WILLIAM, Laurence Pountney hill High Court Pet Jan 8 Ord March 1
GOLDBY, GEORGE HENRY, Fulham, 'Bus Builder High Court Pet March 2 Ord March 2
HARTLEY, JAMES, Morecambe, Journalist Preston Pet Feb 27 Ord Feb 27
HARVEY, ALBERT, and HERBERT HARVEY, Hoxton, Umbrella Manufacturers High Court Pet Feb 12 Ord March 1
HAY, ELIZABETH, Bishop Auckland, Durham, Painter Durham Pet March 1 Ord March 1
HIND, ALBERT, Whitwell, Derby, Farmer Sheffield Pet March 1 Ord March 1
HOPWOOD, ARTHUR WILLIAM, Oldham, Licensed Victualler Oldham Pet Feb 28 Ord Feb 28
ILLINGWORTH, HERBERT, and FREDERICK WILLIAM MELLOR, Bradford, Wool Merchants Bradford Pet Feb 28 Ord Feb 28
INCLEDON, WILLIAM JAMES, Exeter, Bootmaker Exeter Pet Feb 28 Ord Feb 28
JAMES, ALFRED, Netley Abbey, Southampton, Builder Southampton Pet March 1 Ord March 1
LAMB, ROBERT, Newburn, Northumberland, Butcher Newcastle on Tyne Pet Feb 18 Ord Feb 28
LAWRENCE, WILLIAM, Norwich, Licensed Victualler Norwich Pet Feb 18 Ord March 2
LEE, HENRY, Leicester, Butcher Leicester Pet March 1 Ord March 2
PECK JOHN H, Copthall bldgs, Stockbroker High Court Pet Feb 4 Ord Feb 27
PENNEY, HENRY, Ashton on Mersey, Saddler Manchester Pet Feb 28 Ord Feb 28
POLLITT, JAMES, Stockport, Cheshire, Stationer Salford Pet Feb 28 Ord Feb 28
PRIME, EDWARD, Barrington, Cambridge, Brick Manufacturer Cambridge Pet Feb 9 Ord March 2
REES, ARTHUR, Merthyr Tydfil, Draper Merthyr Tydfil Pet Feb 22 Ord March 1
SCOTT DAVID, Barrow in Furness, Painter Barrow in Furness Pet March 2 Ord March 2
SMITH, LEONARD GEORGE, Wacton, Norfolk, Labourer Norwich Pet March 1 Ord March 1
SULLIVAN, JOHN HENRY, Holbeck, Leeds, Plumber Leeds Pet Feb 28 Ord Feb 28
WALLACE, JOHN, & Co, Gracechurch st High Court Pet Feb 7 Ord Feb 28
WELSH, HENRY, Hove, Sussex, Builder Brighton Ord March 1
WELLIS, WALTER, Matlock Bath, Derby, Licensed Victualler Derby Pet March 2 Ord March 2
YOUDALE, GAWEN, Keswick, Cumberland, Painter Cockermouth Pet Feb 26 Ord Feb 28

RECEIVING ORDER RESCINDED.

SINGH, T N, & Co, St Mary Axe, East India Merchants High Court Rec Ord July 19, 1900 & Resc Feb 28, 1901

FIRST MEETINGS.

AINSWORTH, ALBERT ROBERT, Middlesborough, Tailor March 15 at 3 Off Rec, 8, Albert rd, Middlesborough
BARRETT, FREDERICK WILLIAM, Wivenhoe, Essex, Builder March 20 at 11 Cups Hotel, Colchester
BARTLETT, EVAN, Leicester, Carter March 12 at 12.30 Off Rec, 1, Berridge st, Leicester
BOOTHMAN, THOMAS, Dewsbury, Yorks, Commission Agent March 12 at 11 Off Rec, Bank chmbrs, Batley

BRIGHT, JOHN, Portmadoc, Fruiterer March 13 at 11.45 Sportsman Hotel, Portmadoc
BROWN, SAVILL, & Co. Fenchurch st, East India Merchants March 12 at 12 Bankruptcy bldgs, Carey st
BROWNLEY, JOHN, Sheffield, Fish Dealer March 12 at 12.30 Off Rec, Figtree ln, Sheffield
BUXTON, JOHN HENRY, Manchester, Colour Manufacturer March 13 at 3 Off Rec, Byrom st, Manchester
COLLINGS, HARRY AUGUSTUS, Exeter, Cab Proprietor March 21 at 10.30 Off Rec, 13, Bedford circus, Exeter
COUGHLAN, ETHEL, Bayswater March 14 at 12 Bankruptcy bldgs, Carey st
CRAWFORD, ROBERT, Bradford, Stuff Manufacturer March 13 at 11 Off Rec, 31, Manor row, Bradford
DEARN, WILLIAM, Oldbury, Worcester, Farmer March 13 at 12 174, Corporation st, Birmingham
DE BURGH, ULICK JOHN RUPERT, Gower st March 12 at 2.30 Bankruptcy bldgs, Carey st
R DUNN & Co, St Enoder, Cornwall, China Clay Merchants March 26 at 12 Off Rec, 28a, Lemon st, Truro
DURHAM, JOHN, Cirencester, Baker March 20 at 11 Off Rec, 28, Regent circus, Swindon
FOLWELL, ALBERT, Leicester, Baker March 12 at 3 Off Rec, 1, Berridge st, Leicester
FRANKLAND, FRANCIS AMBROSE, Blackpool, Solicitor March 12 at 2.45 Off Rec, 14, Chapel st, Preston
GOOCH, GEORGE, St Alban, Herts, Gunsmith March 12 at 12 Off Rec, 95, Temple chmbrs, Temple av
GREENWOOD, HENRY, Colne, Lancs, Tripe Dealer March 13 at 3.30 Off Rec, 14, Chapel st, Preston
GWINNETT, WILLIAM, Wolverhampton, Engineer March 13 at 10 Off Rec, Wolverhampton
HEPPENSTALL, WALTER, Rotherham, Yorks, Coffee House Manager March 12 at 12 Off Rec, Figtree ln, Sheffield
HOLDEN, THOMAS, Burnley, Coal Miner March 13 at 3.15 Off Rec, 14, Chapel st, Preston
ILLINGWORTH, HERBERT, and FREDERICK WILLIAM MELLOR, Bradford, Wool Merchants March 14 at 11 Off Rec, 31, Manor row, Bradford
INCLEDON, WILLIAM JAMES, Exeter, Bootmaker March 21 at 10.30 Off Rec, 13 Bedford circus, Exeter
KEARE, WALTER, Leeds, Grocer March 13 at 11 Off Rec, 22, Park row, Leeds
KENNEYSIDE, ROBERT, Newcastle on Tyne, Builder March 12 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
LAMB, ROBERT, Newburn, Butcher March 13 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
LEACH, RICHARD, New London st, Jeweller March 12 at 12 Bankruptcy bldgs, Carey st
LIGGITT, CHARLES, Handsworth, Staffs, Baker March 15 at 11 174, Corporation st, Birmingham
MACK, HERMAN OTTO, Victoria st, Westminster, Merchant March 18 at 2.30 Bankruptcy bldgs, Carey st
MCLEOD, WILLIAM SCOTT, Birmingham, Tinplate Worker March 13 at 11 174, Corporation st, Birmingham
MORGAN, WILLIAM, Hounslow, Stonemason March 14 at 12 Off Rec, 95, Temple chmbrs, Temple av
NICHOLLS, HENRY, Upper Norwood, Ironmonger March 13 at 11.30 24, Railway app, London Bridge
OLLIVER, JOHN, Hove, Decorator March 13 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
PENNEY, HENRY, Ashton on Mersey, Saddler March 13 at 2.30 Off Rec, Byrom st, Manchester
PRITCHARD, ELLIS, Four Crosses, nr Pwllheli, General Merchant March 13 at 11.30 Sportsman Hotel, Portmadoc
ROBINSON, ANDREW, Newcastle on Tyne, Solicitor March 12 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
ROSE, H I, Queen Victoria st March 14 at 11 Bankruptcy bldgs, Carey st
ROSS, BOORN, Margate, Licensed Victualler March 14 at 9 Off Rec, 68, Castle st, Canterbury
SMITH, WILLIAM ALFRED, Dorset sq March 13 at 12 Bankruptcy bldgs, Carey st
SULLIVAN, JOHN HENRY, Leeds, Plumber March 13 at 11.30 Off Rec, 22, Park row, Leeds
TAYLOR, JOHN, Burnley, Confectioner March 13 at 3 Off Rec, 14, Chapel st, Preston
TURNBULL, ALEXANDER, Newcastle on Tyne, Brick Manufacturer March 12 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
VIBART, NEVILLE, St James's st March 14 at 2.30 Bankruptcy bldgs, Carey st
WALL, ERNEST EDWARD, Birmingham, Fish Salesman March 15 at 12 174, Corporation st, Birmingham
WALTON, HENRY, Leicester, Butcher March 13 at 3 Off Rec, 1, Berridge st, Leicester
WARE, FRANK EGBERT, Bristol, Chair Manufacturer March 13 at 12.15 Off Rec, Baldwin st, Bristol
WHITING, FREDERICK WILLIAM, Frome, Somerset, Tailor March 13 at 12 Off Rec, Baldwin st, Bristol
WILFORD, GEORGE Northampton, Painter March 12 at 12 Off Rec, Bridge st, Northampton
WILLOUGHBY, THOMAS, Ilkeston, Derbys, Gas Works Labourer March 13 at 11 Off Rec, 47, Full st, Derby
WORKMAN, HENRY GEORGE, Cheltenham, Coal Merchant March 12 at 3.15 County Court, Cheltenham

ADJUDICATIONS.

AHMED, M SIRAJUDDIN, Holloway High Court Pet Nov 7 Ord Feb 26
BAIRSTOW, JONATHAN, Halifax, Commission Agent Halifax Pet March 1 Ord March 1
BOAT, WILLIAM HENRY FREDERICK GEORGE, Leicester, Provision Merchant Leicester Pet Feb 28 Ord Feb 28
BURN, WILLIAM, Headingley, Leeds, Jeweller Leeds Pet March 1 Ord March 1
COCKLE, ARCHIBALD, Kingsdown, Bristol, Oil and Colour Man Bristol Pet Feb 20 Ord Feb 28
COUGHLAN, ETHEL, Bayswater High Court Pet Feb 27 Ord Feb 27
COUPLAND, ELIZABETH COLLON, Gt Grimsby Gt Grimsby Pet March 2 Ord March 2
CRAVEN, THOMAS, Pelton, Durham, Builder Durham Pet March 1 Ord March 1
FRAYERS, JOHN THOMAS, Halifax, Painter Halifax Pet March 1 Ord March 1
FOLWELL, ALBERT, Leicester, Baker Leicester Pet Feb 28 Ord Feb 28
HARTLEY, JAMES, Morecambe, Lancs, Journalist Preston Pet Feb 27 Ord Feb 27
HAY, ELIZABETH, Bishop Auckland Durham Pet March 1 Ord March 1
HIND, ALBERT, Whitwell, Derby, Farmer Sheffield Pet March 1 Ord March 1
HOPE, RICHARD, Ramsgate High Court Pet Dec 10 Ord Feb 26
HOPWOOD, ARTHUR WILLIAM, Oldham, Licensed Victualler Oldham Pet Feb 28 Ord Feb 28
ILLINGWORTH, HERBERT, and FREDERICK WILLIAM MELLOR, Bradford, Wool Merchants Bradford Pet Feb 28 Ord Feb 28
INCLEDON, WILLIAM JAMES, Exeter, Bootmaker Exeter Pet Feb 28 Ord Feb 28
IRELAND, WILLIAM HENRY, Luton, Bedford, Straw Hat Manufacturer Luton Pet Feb 22 Ord Feb 28
JORDAN, FREDERICK WILLIAM, Ealing, Tailor Brentford Pet Jan 26 Ord Feb 27
LEE, HENRY, Leicester, Butcher Leicester Pet March 2 Ord March 2
NICHOLLS HENRY, Upper Norwood, Ironmonger Croydon Pet Feb 23 Ord Feb 28
PENNEY, HENRY, Ashton on Mersey, Chester, Saddler Manchester Pet Feb 28 Ord Feb 28
POLLITT, JAMES, Stockport, Cheshire, Stationer Salford Pet Feb 28 Ord Feb 28
REES, ARTHUR, Merthyr Tydfil, Draper Merthyr Tydfil Pet Feb 22 Ord March 1
ROSA, ARON DAVID, MAURICE ROSA, and WILLIAM RIDER, Manchester, Merchants Manchester Pet Nov 29 Ord March 2
SCOTT, DAVID, Barrow in Furness, Painter Barrow in Furness Pet March 2 Ord March 2
SHAW, WILLIAM, Leicester, Grocer Leicester Pet Jan 15 Ord Feb 27
SMITH, LEONARD GEORGE, Wacton, Norfolk, Labourer Norwich Pet March 1 Ord March 1
STEWART, THOMAS, and FREDERICK EDWARD WHITEHORN, Manchester, Corset Manufacturers Manchester Pet Jan 16 Ord March 2
SULLIVAN, JOHN HENRY Holbeck, Leeds, Plumber Leeds Pet Feb 28 Ord Feb 28
TOPPING, ROBERT Liverpool, Hay Dealer, Liverpool Pet Feb 8 Ord March 1
TUSCH, JAMES, Oldham, Skipmaker Oldham Pet Feb 13 Ord Feb 26
WALLIS, WALTER, Matlock Bath, Derby, Licensed Victualler Derby Pet March 2 Ord March 2
Amended notice substituted for that published in the London Gazette of Feb. 15:
JENKINSON, JOHN NEVESON, Goole, Yorks, Grocer Wakefield Pet Feb 13 Ord Feb 13
ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.
NEWMAN, BENJAMIN HARDING, Llangoed, Brecon, of no occupation High Court Pet Ord March 15, 1894 Adjud July 10, 1894 Resc and Annul Feb 27, 1901